



DECANT POLICY

Date of Review: 18.10.24

Date of Approval: 28.10.24

Date of Next Review: 31.10.27

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1. POLICY STATEMENT

- 1.1 There are occasions when Craigdale Housing Association (“CHA”) will be required to manage the decant of individuals or groups of tenants. Decants will usually be undertaken when a property is in need of major repair works or needs to be refurbished, modernised or demolished and when it is not practical or suitable for the occupier to remain in the property whilst the work is being carried out.
- 1.2 In all cases CHA will work with their residents throughout the decant process to ensure that the disruption to their lives is kept to a minimum.
- 1.3 Where applicable a payment will be made to residents under the following categories:
 - Home Loss Payment
 - Decant Payments
 - Replacement Allowances
- 1.4 All payments including those made at the discretion of CHA may be offset in agreement with the resident, either wholly or partly, against any debts owed by the tenant to CHA.
- 1.5 CHA will as far as reasonably possible, ensure existing residents can return to their home or remain in the locality. However, this may not always be possible particularly when a scheme is being remodelled with fewer properties than originally provided. If this is the case CHA will work with their resident to provide options for rehousing.

2. REGULATORY REQUIREMENTS

2.1 Scottish Social Housing Charter

The Scottish Government, through the Social Housing Charter sets the outcomes it expects Landlords to achieve for their residents. This policy complies with the following charter outcomes:

Charter Outcome 1 – Equalities: ‘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’.

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

Charter Outcome 11 - Tenancy Sustainment: ‘tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations’.

Charter Outcome 12 – Value for Money: ‘tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay’.

2.2 Regulatory Standards

The Scottish Housing Regulator (SHR) have seven Regulatory Standards (2019), which all Scottish registered social landlords must meet. This policy is aligned to Standards 1, 2, 3 and 5 of the SHR's Regulation Framework.

- Standard 1 - The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- Standard 2 - The RSL is open about and accountable for what it does. It understands and Takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.
- Standard 3 - The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- Standard 5 – The RSL conducts its affairs with honesty and integrity.

3. DEFINITIONS

- 3.1 Decanting – is a legal definition used to explain the process were residents are required to move out of their homes for repair work to be undertaken.
- 3.2 Permanent Decant – this is when a resident is moved out of their property and there is no intention to return them to it.
- 3.3 Temporary Decant – this is when a resident is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.
- 3.4 Residents – these covers tenants, shared owners and owners.

4. AIMS AND OBJECTIVES

4.1 Aims

- To manage decant proceedings in an efficient and equitable manner.
- To cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis.
- To support vulnerable residents throughout the decant process.

4.2 Objectives

- Fairness in the calculation of compensation/allowances due to residents if not determined by statute, using a fair and consistent basis for the assessment of the loss or costs incurred.
- Make reasonable payments to residents who are being compelled to move.
- Providing assistance to residents who are required to move and managing and arranging the move in a responsible manner.
- Ensuring where possible that accommodation is provided with similar adaptation's where an individual has particular needs, and their existing home has been specially adapted.

- Prompt payment of compensation/allowances, making every effort to determine the amounts due as soon as possible after the event giving rise to a resident's claim.
- In situations where there is clear evidence of financial hardship caused by the move, interim payments may be considered.
- CHA does not consider it appropriate to use the decanting process as a means to move residents permanently who may wish to transfer for reasons other than those identified as the reasons for decanting.

5. LEGISLATION

- 5.1 The Home Loss Payment (Specification of Amount) (Scotland) Regulation, 1989 is the relevant legislation for making payments to residents. The payments are intended to compensate individuals for the upheaval and personal upset involved in an involuntary move.
- 5.2 A claimant is required to meet all the following criteria in order to qualify for a home loss payment
- They must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.
 - The move must be permanent.
 - 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 or any person with any "interest in the dwelling house"
- 5.3 In addition to the above the claimant's removal must be as a consequence of one of the following events.
- Compulsory acquisition of the property by a body with compulsory purchase powers.
 - Demolition, improvement or closing order under the Housing (Scotland) Act 1987;
 - The Development of Land acquired by an authority with compulsory purchase powers;
 - Improvement or redevelopment by a Registered Social Landlord;
 - Demolition of a dangerous building;
 - A court order for recovery of possession proceedings by an RSL, with suitable alternative accommodation being available to the tenant. This only applies to secure tenants.

6. ACCOMMODATION CRITERIA

- 6.1 The criteria for accommodation to be provided by a landlord is as follows:
- 6.2 Where possible, tenants being moved due to remodelling or major repairs will be allocated a property with the same number of apartments as the property in which they already live.
- 6.3 Accommodation will where possible be allocated according to the tenant's needs which will be assessed by:
- Apartment size according to confirmed family complement
 - Location for specific reasons, such as work or school
 - Tenant's stated preference

- 6.4 Properties will be wind and water-tight.
- 6.5 When a tenant is required to move due to decanting to another property the rent they pay shall be the same as their permanent tenancy, or where the decant rent is less than that of the existing property, then the rent payable will be the lesser.
- 6.6 Where the accommodation is for the purpose of remodelling or modernising the tenant's existing home, the tenant cannot stay in the temporary decant accommodation permanently. Tenants will be required to sign a declaration agreeing to return to their remodelled/modernised home prior to the decant being arranged.
- 6.7 Where a move has occurred to allow demolition of property to proceed or to create vacancies for a remodelling programme that will reduce the number of units available, tenants will be made an offer of permanent alternative housing as properties become available.
- 6.8 As part of the decant (either temporary or permanent), the landlord will co-ordinate and pay for the following:
- Furniture removal and storage of furniture where this is required;
 - Mail redirection;
 - Telephone disconnection / reconnection;
 - Gas/electrical appliance disconnection/connection i.e. cooker, washing machines, lifting and relaying of carpets/laminate flooring/floor tiles and/or curtain and carpet alterations. Where we arrange gas disconnection/reconnection of cookers, it is the tenant's responsibility to ensure their appliance meets the existing required standard. CHA's contractors cannot reconnect appliances that do not meet those legal standards;
 - Admin fee associated with changing address for contents insurance;
 - Disconnections/reconnection of TV aerial/satellite/cable;
 - Where the tenant receives emergency alarm or care services or meals on wheels, we will liaise with the appropriate agency to make sure the service is transferred to the decant property and then back to the permanent property.
- 6.9 If a tenant wishes to move with no assistance from the landlord, CHA will pay a non-negotiable one-off payment as detailed in Appendix 1.
- In this instance tenants will need to arrange their own contents insurance;
- 6.10 CHA will ensure that the decanted accommodation provided will conform to the normal letting standard of the organisation plus it will have:
- Vinyl floor covering in kitchen and bathroom;
 - Fully operational heating and hot water;
 - Floor coverings throughout.
 - Laundry facilities.
- 6.11 Residents who have to move due to major works will have a legal right to return to their original property.

7. HOME LOSS AND DECANT PAYMENT

7.1 Home Loss

Home loss payments will be made to tenants where they qualify under the criteria set out in section 4. The amount that will be paid is detailed in Appendix1.

7.2 Decant Payments

Decant Payments will be made to tenants where they are to be temporarily relocated to alternative accommodation as defined in section 2. The amount that will be paid is detailed in Appendix 1. The payment will be the same if the tenant makes their own re-housing arrangements.

7.3 In both instances, CHA will still provide a full removal service or refund the tenant as set out in Appendix 1

8. REPLACEMENT ALLOWANCE

8.1 Replacement Allowances are to ensure that tenants are not significantly 'out of pocket' as a direct result of works taking place in their home. These are compensation payments to reflect that particular household items, such as carpets, blinds and floor coverings, may no longer fit back into an improved house.

The intention is, therefore, to acknowledge this possible eventuality, as well as achieving across the board consistency and fairness in levels of payments made.

8.2 Types of allowance provided

The following are the allowances available and the criteria for issuing them, with the amounts payable detailed in Appendix 1.

8.3 Decoration

Where properties have been the subject of decanting arrangements, all rooms affected by the works, and where works have damaged the current decoration, will be decorated, or customer provided with a decoration voucher, prior to the return of the existing tenant or allocation to a new tenant.

8.4 Window Blinds / Curtains

Where replacement windows have been installed which after the dimensions and the existing blinds or curtains no longer fit, an allowance will be authorised to compensate for alterations to or contribute to new blinds/curtains, as the tenant desires.

8.5 Floor Covering Allowance – Damage to Existing

Where damage to floor covering is anticipated as part of the work, e.g. where new kitchen units are a different size from existing units leaving a gap in the floor covering or a major repair has damaged the flooring covering then an additional floor covering allowance will be approved.

8.6 Floor Covering Allowance – Wooden or laminate Flooring and Non-Slip

Where tenants have fitted wooden or laminate flooring with the **prior permission** from CHA and this is unavoidably damaged during removal from the property, or a major repair has damaged the floor covering an additional floor covering allowance will be approved.

8.7 Removal and Storage of Furniture

CHA will, where required, arrange removal and storage of tenants' furniture directly with a removal contractor on the tenant's behalf. CHA will ensure that all necessary insurances are in place to cover the potential for damage of tenants' furniture during removal or while in storage.

9. **EMERGENCY SITUATIONS**

9.1 Where a decant is required for an emergency situation, such as to undertake emergency repair following a fire, a flood or other major damage rendering the property immediately uninhabitable, CHA will, in the first instance, concentrate on locating suitable temporary accommodation for the resident(s), their family and any pets.

9.2 Once the immediate emergency situation has been dealt with, CHA, will either return the occupiers to their home or, if this is not possible, continue with the normal decant procedures. By their very nature, no emergency situation will be the same; however, the priority of CHA will always be the safety of their residents and their possessions, in that order

9.3 CHA will consider financial redress based on the individual circumstances of the emergency situation as per Appendix 1.

10. **COMPLAINTS**

Any tenant may submit a complaint using the Association's complaints procedure if it is felt that the Association has failed to correctly apply this policy.

11. **EQUALITY & DIVERSITY**

The Association demonstrates its commitment to diversity and promoting equality by ensuring that this policy is applied in a manner that is fair to all sections of the community, with due regard to the protected characteristics identified under the Equality Act 2010.

12. REVIEW

This policy will be reviewed every 3 years and will be approved by the Board. The review will consider complaints received, legislative changes and feedback from customers.

APPENDIX 1

Home Loss and Decant Payment/Allowance

1. Home Loss Payment – one off payment	£1,500
2. Decant Payment – one off payment	£100 if taking a decant option from CHA £200 if own decant arrangements are being made.
3. Full removal services, Inc. removal and storage of furniture, all household items, carpets & floor coverings; redirection of mail; reconnection of telephone TV, satellite, utilities, admin fee for contents insurance, community alarm, care arrangements meals/wheels. Tenants making their own arrangements for removals (where this is an option)	This will be undertaken by CHA £300
4. Replacement Allowances Blinds/Curtains (per blind or curtain set) Flooring Covering Allowance – Damage to existing (per room) Damage to Wooden – Laminate or floor tiles (per room) Maximum Allowance for Floor Coverings where all relevant criteria have been met irrespective of number of rooms affected.	 £30.00 £150.00 £150.00 £400.00