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Document Type	Policy		

Decant Policy

1.0 Aim / purpose of the policy

1.1 There may be times when we need to move a resident out of their home temporarily or permanently. This policy explains when a decant may be needed, what support we will consider, and how this applies to the following types of homes and assets:

- Rented Homes
- Garages
- Leaseholders
- Shared Owners

1.2 This policy will make it clear what our obligations are for residents depending on the type of tenancy they have and the type of decant they are going through.

1.3 This policy has been written to incorporate the requirements of Awaab's Law, ensuring our customers know what help and assistance they will get if maintenance work on their home requires them to either temporarily or permanently move out.

2.0 Legal and regulation requirements

2.1 Coastline will ensure that we follow all legal frameworks and the Regulator of Social Housing (RSH) standards.

Where a home cannot remain safely occupied because of a relevant hazard, including damp and mould or any other hazard covered by Awaab's Law, we will consider whether a temporary or permanent decant is needed as part of our response. The decision will be based on the seriousness of the hazard, the risk to the household, the works required and whether the resident can safely remain in the home while those works are completed.

2.2 Home Standard

- We must provide customers with a safe, quality home that is well maintained.
- Decants may be necessary where homes fail to meet the Decent Homes Standard or pose a health and safety risk.

3.0 When a decant may be required

3.1 Decants may be required where:
Where a decant is required because of a risk to health or safety, we will act promptly and in line with any legal timescales that apply. We will explain what action is being taken, when the resident can expect an update, and who they can contact if their circumstances change or they feel unsafe.

- Major works (e.g. structural, damp, fire safety) necessitate vacant possession.
- The home is unsafe due to an incident such as fire, flood, or structural failure.

- There is redevelopment, regeneration, or demolition of housing stock.
- There is a statutory or environmental hazard that makes a property uninhabitable.

3.2 We may decant a resident from their home permanently or temporarily. This may happen because of an emergency, such as a fire, flood or serious safety issue, or because of planned works that cannot be completed safely while the household remains in the home.

3.3 **Temporary decant**

3.4 This is when a resident is moved out of their home on a short-term basis, with the intention to return. The decant may be due to an emergency, such as a flood or fire or may be planned if we need to do major repairs to the property and the household can't remain in the home during the works.

3.5 The intention with temporary decants is for the household to return to their home once any works are completed and it's safe to return. We aim for temporary decants to last no longer than six months.

3.6 When a resident is decanted to another property, they will normally remain responsible for the rent, bills and charges linked to their original home. We will cover the cost of the temporary accommodation and will explain clearly which costs the resident remains responsible for.

3.7 **Permanent decant**

3.8 This is when a resident is moved out of their property and there is no intention to return them to it. This may be due to us deciding to demolish, dispose or decommission the property, or extensive reconstruction work which will change the layout and design of the home.

3.9 We will offer homes in line with our Lettings Policy according to the households needs, not necessarily the same type of property.

3.10 **Emergency decant**

3.11 In an emergency situation, where Coastline believes the home is uninhabitable, we will work with the resident and Local Authority to secure accommodation. We may provide a subsistence allowance, but this will depend on the individual circumstances at the time. We will be clear how long these emergency arrangements will be in place for.

3.12 When considering a decant, we will take account of the household's individual circumstances, including any vulnerabilities, health conditions, disabilities, caring responsibilities, children, pets, support needs and access requirements. This will help us decide what accommodation and support is suitable.
When we decant a resident to another property we will:

- Provide clear information
- Provide support where needed
- Give reasonable notice if they are returning to their original home
- Grant a licence covering the use of the temporary property for a set time

3.13 We are not responsible for:

- Providing like for like homes
- Any damage caused to the contents of their home (unless the damage is caused by us), customers should have their own home contents insurance

- Rehousing any pets during any temporary decant
- Providing alternative accommodation where the customer has caused damage to the original home or temporary home
- Addressing homelessness where the Local Authority have a legal duty to do so

3.14 **Large scale regeneration projects**

3.15 We reserve the right to apply a different approach when managing decants on large scale regeneration projects, where residents may be decanted from their homes but offered the option to return to a new home within the regeneration area.

4.0 Payments for permanent decants

4.1 If residents are permanently decanted from their home, they may be entitled to compensation payments. There are two types of payments that may be available to them, these are:

- Statutory home loss payments, and
- Disturbance payments

4.2 Home loss payments compensate for the upset caused by moving from the home.

4.3 Disturbance payments compensate for the actual 'out of pocket 'costs of moving from the home.

4.4 If moved permanently, residents are entitled to both of these payments although there are certain restrictions.

5.0 Who qualifies for home loss payments?

5.1 Residents will qualify for a home loss payment if they have been moved due to one of the following reasons:

- Compulsory purchase
- A demolition, improvement or closing order made by the Local Authority
- Improvement or redevelopment by a Housing Association – Residents will qualify for home loss if they move out of their home after Coastline has informed them of the intention to redevelop/dispose of the site.
- Demolition under any other compulsory power
- A court order for eviction from a secure tenancy granted to allow demolition or work. (If the customer moves out before a court order is granted there will be no right to a home loss payment)

5.2 To qualify for a home loss payment residents must:

- Have lived in their home for more than one year, and
- Have an Assured or Fixed Term tenancy, and
- Have moved permanently

5.3 The home loss payment amounts are set out in legislation which we will comply with.

5.4 We are legally required to make any home loss payment within three months of the move. Only one home loss payment is made per household. If there are any monies owed to us, we will deduct this from the home loss payment.

5.5 If the option to return to the original home is offered, and the resident chooses to remain in the property they've been decanted to and we allow it, they will not qualify for any home loss payment. They will be granted the same tenancy type as they had in their original home and allowed to remain.

6.0 Who qualifies for disturbance payments?

6.1 Residents qualify for disturbance payments if they are the legal tenant on the date the move took place and if moved permanently.

6.2 The move must have been as a direct consequence of one or more of the following:

- Compulsory purchase order
- A demolition, improvement or closing order made by the Local Authority
- Improvement or redevelopment by a Housing Association
- Demolition under any other compulsory power

6.3 Disturbance payments should be made to residents to cover the reasonable expenses of moving. This may include a variety of different items, for example:

- Cost of removal
- Disconnection /reconnection of appliances
- Re-fitting or replacement of carpets and curtains.

6.4 More information is provided in the appendix to this policy 'Disturbance Allowance Payments'

7.0 Payments for temporary decants

7.1 Residents moving temporarily due to an emergency situation or planned repairs are not entitled to home loss or disturbance payments.

7.2 However, we may choose to assist with reasonable costs related to the move, such as disconnection and re-connection of appliances, storage of furniture, laundry costs etc. See appendix ''Disturbance Allowance Payments —Temporary Decants''.

7.3 If the reason for the decant is due to damage to the property caused by the resident, we will not pay any monies to the resident.

8.0 Garages

8.1 We may need to offer a customer an alternative garage due to an emergency repair or maintenance issue, leaving the current garage unusable. In these cases, we will seek to find a suitable alternative garage for the customer.

8.2 There will be no financial support provided to customers as a result of moving garages. If we intend to dispose of or demolish a block of garages, we will advise the customer of our intentions to 'take back' the garage. These customers are not entitled to any home loss or disturbance allowance payments.

8.3 We will provide reasonable notice of our intention to take the garage back and will provide support to the customer in finding an alternative garage for rent.

8.4 The garage rent account must be clear before an alternative garage is provided.

8.5 If there are any garages that have been purchased within a Coastline block that we want to dispose of or redevelop, we will need to negotiate any 'buy back' with the owner. Legal advice should be taken on these cases to understand the owner's rights on a case-by-case basis.

9.0 Leaseholders and shared ownership

9.1 **Decants**

9.2 If a leaseholder or shared owner needs to be decanted on a permanent, temporary or emergency basis, we're not responsible for providing alternative accommodation.

9.3 If a decant is needed while we complete major planned works to a home, we may support residents to find temporary accommodation. Any costs we incur may form part of the cost of the works and may be rechargeable to the resident through service charges, where the lease or agreement allows this.

9.4 In an emergency situation, we will work with the Local Authority in respect of any statutory obligation they may have to provide accommodation.

9.5 **Costs payable in relation to decants**

9.6 If a property is affected by an insured peril, the resident may be able to make a claim against the buildings insurance. For example, for the cost of alternative accommodation.

9.7 If a property is uninhabitable through an insured peril, the lease may allow for the rent to be suspended. We will advise residents if this is the case.

9.8 If there are costs incurred by us in relation to a decant, we will always aim to recover these from residents through the service charges. We will be clear about the costs we intend to recharge to residents.

9.9 Leaseholders and shared owners are not entitled to any subsistence payments or out of pocket expenses.

9.10 **Home loss payments**

9.11 Coastline leaseholders and shared ownership residents will receive home loss payments if their home is to be demolished or is subject to compulsory purchase, we will pay home loss payments in line with legislation.

9.12 If there are any monies owed to us, we will deduct this from the home loss payment.

9.13 If the property is sold for an amount over the market valuation this amount will be set against the home loss payment. This means that in some cases we may not pay any home loss payment.

9.14 **Disturbance payments**

9.15 Leaseholders and shared owners are not entitled to disturbance payments. However, we may cover the costs associated with any sale of the property, such as a valuation survey, mortgage charges, legal fees and Land Registry charges.

9.16 We will not cover costs for removal.

9.17 **Large scale regeneration projects**

9.18 We reserve the right to apply a different approach when managing decants on large scale regeneration projects, where residents may be decanted from their homes but offered the option to return to a new home within the regeneration area.