

## DECANT POLICY

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| Procedure Owner     | Housing & Care Director  |
| Author              | Lesley Carnegie, Business Improvement Manager & Anne Jenkins, Housing Team Leader (North)  |
| Reason for Revision | Had previously been marked as superceded by the Empty Homes and Decoration Policy, but in practice this does not cover decanting in sufficient detail. |
| Proof Read          | Wendy Russell, Head of Business Services   |
| Date Approved       | 22 <sup>nd</sup> March 2016  |
| Approved by         | Housing & Care Committee   |
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| Audience – Training and Awareness Method | Email to all Housing and Assets staff, who have already been consulted in the development of this policy. |
| Effective Date                           | March 2016  |

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| Internal References | N/A |
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| External References | See section 4 |
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| Comments |  |
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## DECANT POLICY

### 1. POLICY STATEMENT

- 1.1 From time to time Blackwood may require either a permanent move for tenants due to demolition, major remodelling or regeneration, or a temporary move for those who are required to leave their current property to allow for remedial works to be carried out.
- 1.2 These circumstances may arise where the Board has approved a major option appraisal which has significant long term impacts on tenants and on our Business Plan. In Blackwood's case these are not likely to be many of these option appraisals. They may also arise where planned maintenance programmes require a temporary move prior to tenants moving back to their original home. A third category is where fire, flood, or other reason has caused an emergency situation where tenants have to move to another home. While these circumstances may be very different this policy aims to cover our decanting arrangements in all circumstances.
- 1.3 This policy establishes our decant arrangements and the circumstances of payments being made to tenants. Payments will fall into three categories:
  - Statutory payments (Home Loss Payments)
  - Statutory payments (Disturbance)
  - Assistance for Tenants at the discretion of the Board.

### 2. PRINCIPLES

- 2.1 The principles of the policy are as follows:
  - In all circumstances Blackwood will ensure that tenants are consulted so that appropriate decant arrangements are put in place. We will make all reasonable efforts to ensure that tenants' wishes are taken into account. Our plans will always be based on an assessment of the individual needs of each tenant.
  - For major option appraisals the Board will be asked to approve specific proposals relating to the options available for tenants. This may include permanent rehousing priority, or an option to return if this is reasonable within the context of the development.
  - In the case of planned maintenance projects, there is generally no need for decanting. Where it is required, we will engage with tenants as early as possible to explain the process.
  - We will make reasonable payments, including all statutory payments, to tenants who suffer loss or incur temporary costs as a result of having to move because of what we or our agents may need to do to manage, maintain, repair or modernise their homes.

- In all cases, and in recognition of our customer base, we will attempt to minimise distress and inconvenience for people whilst attempting to offer them the best housing options available to the organisation.
- We will assist tenants in moving and arranging any move required by the work.
- Where tenants may be homeless, for example following a fire or flood, we will work with partner organisations and with the tenants to secure the best available emergency accommodation
- Where any individual has particular needs and their existing home has been specially adapted, we will attempt with the assistance of Occupational Therapists (OT's) to ensure that accommodation is provided with similar adaptations.
- Payments may be offset, wholly or partly, against debts owed to Blackwood.

### 3. OBJECTIVES

3.1 The objectives of the policy are as follows:

- Fairness: calculation of amounts due, if not determined by statute, will be based on a fair assessment of the loss or costs incurred.
- Prompt payment: every effort will be made to determine the amount due as soon as possible after the event giving rise to a tenant's claim. Consideration will be made to interim payments if there are issues of financial hardship.

### 4. RELEVANT LEGISLATION

4.1 The Land Compensation Act 1973 is the relevant legislation for making payments to tenants and owners. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move.

4.2 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 an assured 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".

4.3 In addition to the above the claimant's removal must be in 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 (RSL).
- 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.

## 5. ACCOMMODATION CRITERIA

### 5.1 The criteria will be as follows:

- 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, or where their needs are different then an appropriately sized property may be offered.
- Accommodation will be allocated according to the tenant's needs which will be assessed by:
  - Apartment size according to family complement.
  - Location for specific reasons.
  - Tenant's stated preference.
- Properties will be wind and water-tight. Due to the spread out nature of Blackwood's stock, accommodation from other landlords may be utilised, particularly in the case of temporary decants and where fire or flood mean that emergency accommodation is needed.
- An Occupancy Agreement will be drafted by the Housing Team and signed by the tenant to cover the period spent in alternative accommodation.
- While a tenant is required to move the rent they pay shall be the same, or where the rent is less than that of the existing property then the rent payable will be the lesser.
- Where temporary accommodation is required for the purpose of modernising the tenant's existing home, the tenant usually cannot stay in the temporary accommodation permanently. Tenants will be required to sign a declaration agreeing to return to their remodelled/modernised home prior to moves being arranged.
- Where a move has occurred to allow demolition of property to proceed, tenants will be given priority and made an offer of permanent alternative housing as properties become available. In some cases it may be that tenants can be offered a move to other landlords where an agreement is in place.
- Blackwood 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/reconnection i.e. cooker, washing machines, lifting and relaying of carpets 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. Blackwood's contractors cannot reconnect appliances that do not meet those legal standards.
  - TV aerial/satellite connection.
- For short term decants, particularly in emergency situations, use of hotel accommodation may be considered by the Housing Team Leader.

- 5.2 If a tenant wishes to arrange the move with no assistance from Blackwood, then Blackwood will pay a non negotiable one-off payment for the whole process to the tenant of £500.
- Tenants will need to arrange their own contents insurance.
  - Where the tenant receives Care Call alarm services or meals on wheels or other such external services, 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.
- 5.3 We will ensure that all accommodation, including decants, provided by Blackwood will be to the normal letting standard of the organisation plus:
- Fitted carpets.
  - Vinyl floor covering in kitchen and bathroom.
  - Fully operational heating and hot water system.
  - Laundry service – washer/dryer [see 5.4].
- 5.4 Where tenants have access to laundry facilities and have paid towards the laundry facilities and are moving back into a remodelled property, without this amenity, then they will receive a washer/dryer for their property. This will not be maintained by Blackwood and will be paid for only once.

## **6. HOME LOSS AND DISTURBANCE PAYMENTS**

### **6.1 Home Loss**

- 6.1.1 The Home Loss payment is paid at a fixed rate of £1,500 for tenants who are permanently relocated due to losing their home.

### **6.2 Disturbance Payments**

- 6.2.1 Disturbance payments are for the 'reasonable expenses' of a temporary move. They will also be paid for a permanent move where the Board has approved a major option appraisal.
- 6.2.2 Blackwood will cover all the costs in tenants moving in and out of accommodation associated with the organisation's development projects or major repairs. This will include:
- Disconnecting/connecting services like gas, electricity.
  - Telephones.
  - Moving furniture and fittings.
  - Moving appliances.
  - Redirection of mail.

- 6.3 We will pay for secure storage and insurance for any items that are unable to be housed in the accommodation being used whilst remodelling/major work is taking place.

- 6.4 For existing tenants we will fit carpets but tenants have the opportunity to use their own carpets, if they wish. Where this is required then we will use a professional carpet fitter. Where a tenant has fitted a tiled or laminate floor then it may not be possible to uplift these floor coverings but this will be discussed before any move.
- 6.5 For tenants moving out of their property, Blackwood is taking care of much of the difficulty of moving (as in 6.2.2 of this policy) but it is recognised that there will still be an element of disturbance that the tenant will have to pay for. Blackwood will pay a flat rate payment of £250 to existing tenants.
- 6.6 For tenants returning to a remodelled scheme then the organisation will provide floor coverings (there will be a limited choice of carpet, vinyl etc.) and do basic decoration before the tenant returns. The tenant will also receive a flat rate payment of £250 to move back in.
- 6.7 Where tenants have made improvements then these will be compensated under Blackwood's Qualifying Improvements Scheme.
- 6.8 Where tenants are unable to carry out packing up of personal belongings due to mobility issues or disability, Blackwood will ensure assistance is provided to them to do this.
- 6.9 This policy is considered to be comprehensive but we understand that individuals may have exceptional circumstances and the organisation will give consideration to these.

## **7. EMERGENCY SITUATIONS**

- 7.1 In an emergency, Blackwood will assist all tenants to find temporary accommodation whether that is in a Blackwood property, through the tenant's own insurance, or with help from other landlords or the local authority's homelessness team.
- 7.2 Blackwood is responsible for reinstatement to the property only, and is not responsible for the tenant's own contents. Tenants who have contents insurance should seek alternative replacement goods, and the cost of temporary accommodation.
- 7.2 Blackwood will, where possible, look to utilise any current empty homes and will assess the responsibility for rent payments with the tenant.

## **8. POLICY REVIEW**

- 8.1 This policy will be reviewed every 3 years or earlier if required.