
Policy reference

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DECANT POLICY

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Review

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Summary

This policy details our approach when it is necessary to move customers from their homes temporarily due to an emergency (e.g., fire, flood), major repairs, severe damp and mould, refurbishment, modernisation, or redevelopment. The policy sets out the responsibilities of both Longhurst Group and our decanted customers, including guidance on expenses and expectations.

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PART TWO

Policy

Intent

This policy clearly sets out what is defined as a decant.

Decanting is the process where it is necessary for customers to move from their home on either a temporary or permanent basis which is outlined as:

- An emergency or temporary decant is where we expect the customer to return to their main home (original property)
- A permanent decant is where the customer would move to another property and will not move back to their original property.

The purpose of this policy is to ensure we treat all customers in a fair and consistent manner and to provide clarity on the arrangements which will take place when a customer must move out of their home on a temporary or permanent basis.

Principles

We recognise that moving home can be a disruptive experience. This policy aims to clarify our approach to decanting customers to ensure:

- crucial information is communicated frequently and delivery of a supportive service;
- disruption is minimised; and
- the costs of the disturbance are fully considered

Where possible, we will try and carry out repair works with the customer in situ to avoid unnecessary upheaval and cost through decanting. However, there may be instances if the property is deemed uninhabitable when the customer may need to be decanted temporarily to allow major repair or improvement work to be carried out. The customer will then be able to return to their main home after the work has been completed.

Longhurst Group has no obligation to decant visitors to the customer's home. This policy only covers permanent household members.

Longhurst Group are not responsible for decanting Leaseholders and Shared Owners. These customers are classified as homeowners and can claim with insurance for cost assistance with decanting.

Scope

This policy applies to all parts of the Longhurst Group ('the Group').

This policy applies to all customers who hold a tenancy with the Group.

Policy Details

Definitions

Decanting:

When a customer and household 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.

Disturbance Payment:

Compensation paid by the landlord for reasonable expenses incurred during the decant or moving process. Examples of these expenses may include redirection of post for 3 months, telephone dis/connection charges and other assistance for customers being decanted.

Decant Criteria

Longhurst Group consider a decant to be a last resort. We will work with the customer to find alternative solutions. This may include the customer staying temporarily with family or friends in the first instance or in hotel accommodation. We will establish the customers position relating to their own insurances. If repair works required mean that the customer is required to be decanted for an extensive period, then we may look to utilise a suitable void property available. Situations when a decant may be necessary may include:

- Utilities to the home are not available for a prolonged period.
- The work is extensive and likely to disrupt daily living, rendering the home uninhabitable or insecure.
- The work is likely to pose a health and safety risk to the customer.

Emergencies

Occasionally, without warning, emergency situations could occur when there will be a need to move the customer temporarily from their home. This could be a fire or flood or something that has happened that renders the home uninhabitable. The safety of our customers will be of paramount importance when dealing with an emergency.

In an emergency, whether this occurs within office hours or not, the focus will be on locating suitable temporary accommodation as soon as possible; this may include temporary emergency accommodation such as a hotel or bed and breakfast, or short-term accommodation within our own housing stock if available. Where possible, we would recommend the customer to stay with family or friends for a brief period.

Once the immediate emergency has been dealt with, we will either arrange for the household to return to their home or look to arrange something more appropriate whilst the outstanding works are completed.

Customer Requirement

Each case will be considered on an individual basis, taking into consideration the customer requirements, household needs and suitability of an area.

For some customers, we may need to arrange a decant into a smaller property, which is deemed suitable. Particularly in an emergency it may be that the customer is decanted quickly and then a longer-term solution is considered. If a customer refuses to move from their permanent home, or to move back to their permanent home from decant accommodation, then we may need to consider legal action although we will always be reasonable and ensure all rationale is communicated.

We will ensure customers:

- Understand why a decant is necessary and that the locks would be changed; this is because the home is deemed uninhabitable and therefore unsafe for the household to return during the duration of the decant.
- Are aware of the estimated duration of the decant period.
- Are informed of the support we can provide

As part of our customer's needs, we recognise that we need to respond to people's diverse needs, circumstances, and requirements. Some customers may need extra support, such as people with disabilities, mental health conditions, older people, lone parents, and non-English speaking customers. To minimise the impact on such individuals we may have to complete further assessments and / or liaise with family members or professionals. We also recognise that we may need to support with the provision of specialist equipment at a decant property.

Tenant Damage

Decants caused by customer damage would be deemed as a tenancy breach. For example, by causing the damage to their home themselves or the customer failing to notify us of damage when it occurred or was first observed.

We reserve the right to refuse to decant a customer where they would cause a risk to other customers if moved or we would look to recharge the customer for the repair works required and the cost of the decant.

The customers circumstances are considered and how the damage has arisen, that may or may not result in legal action against them. We will consider the needs of the customer, and whether support is required.

Where appropriate, legal action may be taken and pursuance of the recharge of the damages and decant costs.

In cases where a decant is refused, the customer shall be advised to find alternative suitable accommodation and/or contact the local authority homeless team for advice.

The Cost of Disturbance

For reasonable costs and issues, we will look to re-imburse customers due to the upheaval of moving home. Disturbance payments will be considered on an individual basis and could vary. However, these costs would need to be evidenced with receipts unless we have made those arrangements.

Items included, but not limited to, include:

- Cost of removals and/or storage of belongings.
- Cost of altering soft furnishings, e.g., refitting carpets if damaged in the decant process.
- Cost of providing new carpets and window coverings into a void property if a longer term decant is required.
- Disconnection and reconnection costs for existing fixtures and fittings e.g., cooker, washing machine and other plumbing.
- Redirection of mail for up to 3 months.
- Any exceptional costs such as (i.e., travel if the accommodation is significantly out of area)
- If in hotel accommodation, we would offer a goodwill gesture of £10 per person per day towards sundry costs.
- If a customer is staying with friends or family, we would offer a goodwill gesture of £10 per person per day towards sundry costs.

Tenancy Rights

We will ensure that the customer does not suffer a loss of tenancy rights through the decant process. If the customer is decanted into one of our empty properties, then they will be provided with a 'Licence Agreement' for the duration of their stay at the decanted property. The original tenancy agreement, at their substantive home, will continue throughout the decant process so that when the customer returns, they will be on the same tenancy (with the same security as before).

Decanted customers will continue to make the payments (e.g., rent, service charge and/or license payment) equivalent to the payments at their substantive address or supported housing unit whilst they have been decanted. This only applies where the decant has not been caused by a deliberate act or neglect on the part of the customer.

Removals and Storage

When external storage is required, we will arrange and pay for the removal and storage of the household's possessions via one of our approved contractors and arrange for their return when the customer returns to their permanent home. LG (Longhurst Group) takes no liability for any damage for customers belongings during storage.

Responsibilities of the customer

The customer is expected to notify the relevant agencies or providers of their temporary change in address; for example, insurance, Housing Benefit, council tax, utilities and to make payments as appropriate. It is a customer's responsibility to insure the contents of their home while decanted. Where the customer wishes to access the decanted property whilst the works are in progress, they must liaise with us so that the property can be made safe for the customer to enter. The customer will be expected to return to their original property upon the completion of works and when requested to do so.

Roles and Responsibilities

Legal responsibility for the Decant Policy is held jointly by the Longhurst Group Chief Executive and Executive Director of Housing.

Operational responsibility for the Decant Policy is held by the Director of Property Services and Director of Housing Services and Customer Services.

Procedural responsibility for the Decant Policy is held by Repairs Managers and the Housing Services Managers.

Day-to-day responsibility for the Decant Policy is held by Surveyors, Housing Services Team Leaders, and Housing Officers.

Training

All employees are responsible for ensuring the policy is incorporated into their working practices. Appropriate training will be given to staff to raise their awareness and to equip them to implement this policy and its related procedures effectively.

Monitoring, Evaluation and Review

We will carry out audits to monitor compliance.

This policy will be reviewed every three years. In addition, it will be reviewed:

- following information suggesting that the policy is not effective;
- to reflect any service enhancements; and/or
- following the introduction of relevant new legislation, regulations, or guidance.

PART THREE

Appendices

- A. Appendix 1 – Decant action plan
- B. Appendix 2 – Decant offer letter
- C. Appendix 3 – Refusal letter