

Decant Policy



Dalmuir Park Housing Association can provide this document on request, in different languages and formats, including Braille and audio formats.

<i>Purpose:</i>	To establish DPHA's policy for decants
<i>Last Review Date:</i>	New Policy
<i>Review Date:</i>	11 April 2023
<i>Next Review Date:</i>	April 2026
<i>Guidance:</i>	<ul style="list-style-type: none"> • Housing (Scotland) Act 1987/2001/2010/2014 • Data Protection Act 1998 and 2018 • General Data Protection Regulations 2016 (GDPR) • Equality Act 2010
<i>Regulatory Standards:</i>	<p>Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>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.</p> <p>Standard 3: The RSL manages its resources to ensure its financial well-being while maintaining rents at a level that tenants can afford.</p> <p>Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.</p>
<i>Relevant Policies</i>	GDPR Policy Equality and Human rights Policy SST and SSST Repairs and Maintenance Policy
<i>Date reviewed by PRWG (draft):</i>	11 April 2023
<i>Publish on the Website:</i>	Yes

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1.0 INTRODUCTION

- 1.1 This Policy describes our approach to situations where we may have to decant a tenant to temporary accommodation.
- 1.2 We may have to provide decant accommodation when:
- A property is uninhabitable (for example due to fire or flood).
 - Work requires to be undertaken that will create an unsafe environment for the household.
 - Products require to be used that would create an unsafe environment for the household.
- 1.3 Our Decant Policy aims to ensure that an effective service is provided to our tenants who will be absent from their home for a period of time to allow for corrective works to be carried out. We recognise that being decanted to temporary accommodation can be stressful for our tenants.
- 1.4 It is important that we provide information and support during the whole decant process. With this in mind, we will endeavour to have the necessary works carried out as quickly as possible and to a high standard. Our tenants' health and safety will be a main factor when the use of decant accommodation is being considered.

2.0 POLICY AIMS & OBJECTIVES

- 2.1 The main objectives of the Decant Policy are:
- To manage decant proceedings in an efficient and customer focussed manner.
 - To minimise the period of time that our tenant is absent from their tenancy.
 - To minimise lost rent.
 - To cause the least possible disturbance to our tenants who are required to decant from their home.
 - To provide good information and support before, during and after the decant process.

- To provide decant accommodation that meets the existing household's requirements and medical needs where possible.

3.0 LEGAL AND REGULATORY REQUIREMENTS

3.1 Our approach to managing the decant of a tenant is determined by our statutory and contractual obligations.

3.2 The Housing (Scotland) Act 2001 is the main Act that sets out the main requirements of our policy. The specific parts of this legislation that are most relevant to the decant of a tenant is:

Section 11 (9) of the Act advises that:

"Where—

(a) the house which a tenant under a Scottish secure tenancy normally occupies is not available for occupation, and

(b) the tenant is accommodated temporarily in another house the landlord of which is a local authority landlord or a registered social landlord,

3.3 The other house is to be taken, for the purposes of this Chapter except sections 12 to 16 and paragraph 4 of schedule 1, to be the house which the tenant normally occupies."

3.4 This in effect means that if our tenant is moved to another one of our properties on a temporary basis from their usual house, they will continue to enjoy full tenancy rights in the temporary house. The tenant is also bound by the terms and conditions of their original signed tenancy agreement.

3.5 Our Policy also complies with the Scottish Social Housing Charter, namely:

- **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".

- **Outcome 4: Quality of housing**

"Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (ESSH) by December 2020".

- **Outcome 5: Repairs, maintenance and repairs**

"Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done".

- **Outcome 13: Value for money**

“Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

The Scottish Housing Regulator is responsible for monitoring, reporting and assessing how well social landlords are achieving the Charter’s outcomes and standards”.

The Scottish Secure Tenancy Agreement confirms our responsibilities and our in the event and prevention of significant damage to our properties. These are:

Section 5.10:

“We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.”

Section 5.11:

“We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing..... In an emergency, we have the right to make forcible entry to your house without notice.”

Section 5.13:

“If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.”

The Scottish Secure Tenancy Agreement also contains areas detailing the tenants’ responsibilities in terms of notifying the Association of required repairs, which if not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

4.0 OUR APPROACH TO DECANTING

4.1 When would we decant a tenant to another property?

We will strongly consider decanting a tenant to temporary accommodation when:

- During maintenance works or planned programme renewals, essential facilities are affected within a tenant's home, such as toilet facilities or electricity and are not likely to be restored within 24 hours.
- Maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living.
- Our tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living.
- The nature of the work could lead to health problems for our tenant or someone in the household.
- We are satisfied that the work would be carried out more efficiently, effectively and safely if our tenant was living elsewhere and removes our tenant and any household members from risk of injury or harm.
- In an emergency situation where it is unsafe for a tenant to remain in or, return to the property. For example, as a result of fire, flood, gas escape.

4.1.1 Decant decision

The decision to decant a tenant will be determined by the Customer Services Team Leader. Each case will be assessed on its own merit. We will discuss with our tenant if they are able to stay with relatives or friends during the works. Our tenant will be fully involved in the discussions and decision process.

4.1.2 Occupied Works

Where it is feasible and there are no health and safety issues to household members, we will carry out the required works without decanting. This will be subject to a risk assessment and a full discussion with the tenant about any potential risks.

4.1.3 Tenant reluctant to leave their tenancy

There may be occasions where we have to insist that a tenant is decanted to other temporary accommodation, even if our tenant does not wish to move, if there is a possible risk of harm to our tenant and any other household members.

Section 5.13 of the Scottish Secure Tenancy Agreement states that:

".....We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay."

If our tenant does not consent to the decant we may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of our tenant and any household members as well as possible harm to neighbours from the risk of not carrying out the works.

4.1.4 Tenant Reluctant to leave decant property

In any situation where our tenant refuses to return to their permanent tenancy, we will try to resolve this by meeting with them and addressing any concerns they may have. However, when all discussions and negotiations have concluded and our tenant is still unwilling to vacate the decant property, we may proceed by serving a Notice of Proceedings for Recovery of Possession on the tenant (Ground 10 of Schedule 2 Part 1 of the Housing (Scotland) Act 2001 with reference to Section 16(6) of the Act).

This is a mandatory ground and no test of reasonableness must be met. Our tenants have no legal right to remain in a temporary decant property and must return to their original home when they are able to do so (Housing (Scotland) Act 2001 Section 16(6b)).

As part of the decant process a tenant will be required to sign an Occupancy Agreement for the decant property agreeing that they will return to their tenancy on completion of the works. An inventory detailing all of the items in the decant property and their condition at the time of moving into the decant property will be taken. Our tenant will sign this as part of the occupancy agreement. In some circumstances the tenant may be able to stay permanently in the decant property.

4.1.5 Items being stored in tenant's home

If the works are restricted to specific areas in the property, we will discuss with the tenant removing all items from the room(s) requiring treatment and storing these in another unaffected room which we will fit with a hasp and lock. The tenant will have sole keeping of the keys.

4.1.6 Decant and return arrangements

Where possible our decant property will be furnished where appropriate. Normally, we will arrange and pay for the removal and any return arrangements. This will be by direct payment by us to contractors or allowances to our tenant for the following:

- Furniture removal and storage.
- Disconnecting and reconnecting cooking facilities.
- Disconnecting and reconnecting washing machine.
- Mail redirection.

If the decant is likely to be for a long period, we will install appropriate services.

We will take meter readings at both our tenant's tenancy and the decant property (leaving and entering). We will not install any gas or electrical appliances which are found to be unsafe. Our tenant will be advised of this if there is an issue at the time of decant.

Costs may be rechargeable to our tenant if the need to decant arose due to a wilful act by our tenant or a member of the household.

5.0 TEMPORARY ACCOMMODATION OPTIONS

5.1 We will seek to minimise disruption to our tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to our tenants will depend on what properties are available at that time, although decanting in non-emergency situations can be delayed until more suitable accommodation becomes available.

5.2 Before decanting a tenant we will discuss whether it is possible for the tenant to stay with relatives and friends during the works. If this option is not possible then the other types of temporary decant accommodation available are:

- A vacant DPHA property.
- Another vacant registered social landlord property (RSL).
- Emergency accommodation provided by local authority (this will mainly occur due to a major incident such as a flood, fire and or gas leak).
- Private let for longer term decants.

5.3 In exceptional circumstances, we may consider providing hotel accommodation for short stays until alternative suitable accommodation is found.

5.4 Local authority Emergency Accommodation

The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing and this includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster. The Local Authority will only be used as a last resort.

5.5 As a result the local authority must offer temporary accommodation to our tenants and their families who are unable to remain in their homes as a result of a large scale emergency issue, for example fire. In such circumstances we will liaise and work closely with West Dunbartonshire Council.

6.0 TENANT LIAISON

6.1 We recognise that the temporary removal of a tenant from their home may be a stressful and potentially difficult experience for our tenants and their families. Therefore, we aim to minimise our tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant. For example we will provide information, advice and updates on the following:

- Which rooms will be affected by the repair and or alteration works.
- The expected content and timetable for the works.
- Key dates in the process, such as dates of removal and return.
- The level of allowances and payments, if any. When and how these will be paid.
- If the repair, alteration or improvement work does not provide for redecoration, our Tenant Allowance and Compensation Policy will be implemented if appropriate and the relevant allowance paid.
- What furniture will be moved out and if all affected rooms are not cleared of our tenant's belongings the measures we will take to protect items.
- What measures will be taken to protect furniture and our tenant's property remaining in the house, in other rooms not affected directly by the work.
- The tenant should supply all keys to the property to be held by the Association (and contractor) during the period of work. Exception being where the Association has fitted a lock on a room as items are being stored, the tenant will retain the key for this room. The tenant must not access the property while works are underway for health and safety reasons.
- We will pay for mail redirection.
- Our tenant should remove any items of high or sentimental value from the property during the period of work.
- Our tenant will receive regular updates from the responsible Housing officer and/or Property Services Officer.

7.0 HOUSING BENEFIT/HOUSING ELEMENT OF UNIVERSAL CREDIT AND COUNCIL TAX REQUIREMENTS

- 7.1 We will try to decant our tenant into a similar size of property to their tenancy or other required size. If the tenant is decanted for more than 28 days the following applies:
- Our tenant should not be financially disadvantaged if temporarily decanted into a property with a higher rent and, or council tax charge.
 - Our tenant will continue to meet the rental obligations and council tax charges based during the period of decant.
- 7.2 Housing benefit stops on our tenant's tenancy and will be paid for the decanted address. Housing benefit is paid at whatever rent charge is lower.
- 7.3 Decants lasting 13 weeks or more may exhaust our tenant's entitlement to housing benefit while temporarily removed from their home. These circumstances are unusual and will be dealt with as they arise.
- 7.4 Tenants in receipt of universal credit will get their housing element for their monthly assessment period and should meet their normal full liability for rent and council tax.
- 7.5 Our tenant should meet their normal full liability for rent and council tax, net of any benefits to which they are entitled. We will meet the difference between their normal full liability and the costs incurred.
- 7.6 The council tax charge will be stopped at our tenant's tenancy address and they will be liable for the charge at the new decanted address. We will help our tenant to apply for a 6 months exemption at their tenancy address. Council tax is different from housing benefit as our tenant is liable for the address they are living at. Council tax benefit will be paid based on the decanted address.

8.0 INSURANCE

8.1 DPHA Insurance

Where the need for decant arises as a result of an insured event, we will submit a claim to recover the costs from our insurers. Records, photographs and receipts should be retained to substantiate any claim in events such as:

- Flood

- Fire
- Storm damage
- Dampness
- Impact by motor vehicle

8.1.1 We will claim for lost rental monies, removal costs, accommodation, work costs and any storage costs.

8.1.2 Our insurance provision will not be available to cover loss or damage to our tenants' belongings unless we were responsible for this through inaction or neglect.

8.2 Tenant home contents insurance

We promote house content insurance to all of our tenants and factored owners.

8.2.1 We include information on house content insurance in all of our new tenant sign-up packs. We also promote house content insurance on our website and in our newsletter.

8.2.3 Where a tenant has existing home contents insurance, will advise them to contact their insurance provider of any items to be claimed and of any decant arrangement. The insurance provider normally requires such notification if their tenancy address will not be occupied for a period of time.

9.0 STAFF TRAINING AND AWARENESS

9.1 We will ensure that all staff and our Board of Management are aware of this position and receive appropriate training.

10.0 EQUALITY AND HUMAN RIGHTS

10.1 We are committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all. This is reflected in our Equality and Human Rights Policy.

11.0 COMPLAINTS

- 11.1 Although we are committed to providing high levels of service, we accept that there may be occasions where you may not be not satisfied with the service you have received from us. We value all complaints and use this information to help us improve our services. Our Complaints Policy describes our complaints procedure and how to make a complaint.

12.0 DATA PROTECTION

- 12.1 We will treat all personal data in line with our obligations under the current data protection regulations and our Privacy Policy. Information regarding how all data will be used and the basis for processing your data is provided in our Customer Fair Processing Notice.

13.0 REVIEW

- 13.1 This Policy will be reviewed every 3-years by the Board or earlier if required.