

## Decant Policy

Responsible Officer	Kelly Taylor, Assistant Director Housing
This policy is applicable to	Karbon Homes
Approved by	KMT
Date approved	28 April 2022
Frequency of review	Every 3 years
Date of next review	April 2025
Key related documents (policy, procedure, customer literature)	Decant Procedure Tenancy Policy Tenancy Fraud Policy Complaints Policy Tenancy Standard Allocation policy Compensation Policy
Sources of best practice or guidance used in developing this policy	Land Compensation Act 1973  Planning and Compensation Act 1991  Housing Act 1985  Housing Act 2004  The Home Loss Payments (Prescribed Amounts) (England) Regulations 2017

### Version control

Version number	2	Author of Policy	Carol Kay Housing Manager
Equality Impact Analysis	Initial	Equality Analysis Date	

### Document change history

Version	Date	Changed sections

### Consultation

Consultation Group (if applicable)	Date of Consultation (if applicable)
Staff	March 2022
Union(s)	
Customers	
Human Resources / Organisation Development	Not applicable
Health and Safety Working Group	Not applicable
Data Protection	
Other stakeholder (please state)	Not applicable

## Policy statement

We recognise that every Karbon Homes property is also a customer's home. Karbon Homes is committed to maintaining and improving our homes to a high standard. In order to do this there may be occasions where relocating customers is required on a permanent or temporary basis. This policy sets out Karbon Homes commitment to providing a customer focussed and effective approach to decanting customers.

## Risk policy is designed to control

To assist an effective asset management strategy.

## Performance measures

No. (and duration) of customers decanted  
 Cost of decanting customers, including compensation payments  
 Customer satisfaction with the decant process

## Definitions

Decants - The process where customers are required to move from their homes usually due to refurbishment works, major repairs, demolition or in an emergency such as a fire. This can be on a temporary or permanent basis.

Principal Home - A property where a person(s) lives most of the time as their only residence.

## Abbreviations

Not applicable

## **1.0 Purpose of policy**

- 1.1 The policy is to support the relocation of customers in an efficient, equitable manner and to cause the least possible disturbance to customers who are required to move home on either a temporary or permanent basis.

## **2.0 Objectives**

- 2.1 To ensure a fair and efficient process is in place to support customers through the decant process.
- 2.2 Ensuring that statutory and discretionary payments are made promptly to alleviate any financial hardship.
- 2.3 Where statute payments are not applicable, that a fair basis for assessing costs incurred by customers is applied.
- 2.4 Allowing, in situations where clear financial hardship has been identified caused by the decant move, that interim one-off payments are considered on a case by case basis.

## **3.0 Policy detail**

- 3.1 Karbon Homes will maintain and improve its homes to a high standard and develop high quality housing. As a result of this it may be necessary to decant customers from their homes to enable major repairs or improvements to take place. It may also be necessary to decant customers on a permanent basis where redevelopment or demolition of properties has been identified.
- 3.2 Karbon Homes will work with customers throughout the decant process to ensure the disruption to their lives is kept to a minimum and where applicable disturbance and home loss payments will be made.
- 3.3 Karbon Homes will consult with customers as soon as it is apparent that a decant may be necessary. Karbon Homes will identify the needs of the household and do everything reasonable to provide the most suitable accommodation where a decant is required.
- 3.4 Karbon Homes will keep customers informed throughout the whole process including timescales where works are likely to be completed in their principal home.
- 3.5 This policy does not introduce a right for customers to seek relocation. Karbon Homes will determine when relocation is required by carrying out a full assessment of the individual household considering their needs. Karbon Homes will also consider the extent of the major works and repairs required and the approximate time this is likely to take.
- 3.6 Karbon Homes will not provide financial support to customers in those cases where it would be reasonably expected for a customer to have household insurance and where the cost should be met from the policy's cover e.g. where the customer has

attempted to carry out a repair which has resulted in the property being damaged by a leak or fire.

## 4.0 Emergency Decant

4.1 An emergency decant is usually required when an unexpected event has caused the property to be uninhabitable such as a fire or flood. In these situations, Karbon Homes will support customers in finding alternative accommodation. This may include but is not limited to:

- Staying with friends or relatives
- Hotel accommodation (board only) or B&B (at Karbon's expense)
- Other Karbon Homes accommodation
- Referral to Local Authority housing options team.

4.2 In any emergency situation the priority will be the immediate rehousing of the customers affected. Once this has been resolved a full assessment will be carried out to establish the likely timescales of the property being habitable and the requirements of the household. Each case will be reviewed on an individual basis to ensure appropriate steps have been taken to address the customer's needs and that suitable alternative accommodation has been found.

## 5.0 Temporary Decant

5.1 A temporary decant is for a predetermined amount of time, whereby the customer(s) has to move out of their principal home to enable improvement works or repairs to take place. It will always be the intention that the customer(s) returns to their principal home after the works is completed.

5.2 Where the temporary decant has resulted in the customer moving into another Karbon Homes property then the customer will be issued with a **licence agreement** for that property. The tenancy for the customers principal home will continue to run throughout the period of the decant.

## 6.0 Permanent Decants

6.1 Permanent decants will usually occur where major redevelopment work is being undertaken resulting in either significant alterations or demolition. Where this is the case, the customers would be permanently decanted. A permanent decant may also be offered where repairs or improvement work is likely to take a long period of time. This will help the customer as they will not have to move more than once and it can be more cost effective for all parties involved.

6.2 Karbon Homes will look to provide alternative accommodation where a permanent decant is required and will work with the customer to meet their requirements and preferences where possible. This may include arranging adaptations to suit the needs of the customer.

- 6.3 Karbon Homes will, in the first instance, look to offer properties that are of the same size as the customer's principal home. Where this is not possible then an offer of accommodation which will meet the need of the household will be made.
- 6.4 Karbon Homes will ensure that tenants who are moved into alternative accommodation will do so with no less security of tenure in line with the tenancy standard which states :

*Registered providers shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.*

- 6.5 Where suitable accommodation can't be obtained within Karbon Homes housing stock then arrangements will be made to support the customer to find alternative accommodation with another landlord. This will usually involve helping the customer register with the relevant Choice Based Lettings scheme and liaising with the relevant Local Authority Housing Options team. Karbon Homes may also contact other Registered Providers to assist with other alternative accommodation.

## **7.0 Supporting Customers**

- 7.1 Karbon Homes will assist customers throughout the relocation process to ensure that the move can be carried out with minimum disruption. The support that will be available regardless of whether the move is on a permanent or temporary basis will include:
- Providing timely and accurate updates for the customers and family members during relocation, including advice on the availability of suitable accommodation.
  - Providing practical support for customers in accessing services such as GP's practices, schools etc.
  - Arranging for removal of furniture.
  - Arranging temporary storage of possessions and furniture where required.
  - Providing advice on temporary redirection of post and utilities.
  - Arranging the disconnection/reconnection of appliances.
  - Arranging any additional works to ensure the new accommodation is in a habitable condition.
  - Coordinating the installation of any disabled adaptations.
- 7.2 Karbon Homes will not support the following:
- Providing accommodation for lodgers or anyone living at the property that is not listed and confirmed as a household member
  - Arranging for the rehoming of any pets on either a temporary or permanent basis.
- 7.3 In the event of an emergency situation Karbon Homes will use its discretion to arrange a decant in the most efficient way possible.

## 8.0 Compensation

8.1 There are three main types of payment that Karbon Homes are likely to have to make to customers that are being decanted:

- Home Loss Payment (Statutory Payments).
- Disturbance Payments (Statutory Payments).
- Discretionary Payments.

## 9.0 Home Loss Payment

9.1 Home Loss is a one off payment made to customers that are required to move permanently out of their principal home. Karbon Homes are legally obliged to make a payment if the following conditions are met:

- The move is permanent.
- The property the customer occupied must be their only or principal residence.
- The customer must have lived at the property for at least 12 months.
- The permanent decant was direct result of work being carried out at the property or due to demolition.

9.2 The amount of the payment is set by legislation currently by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2017 which is normally reviewed annually. The payment must be claimed from those customers directly affected and is subject to a maximum time period, this currently being within six years of the customer's displacement.

9.3 Karbon Homes will ensure that it makes payments in accordance with the correct rate at the time of the relocation. If a customer is in arrears, then Karbon Homes will deduct this amount from the Home Loss Payment. Karbon Homes will inform the customer in advance of when they intend to do this.

## 10.0 Disturbance Payments

10.1 To qualify for Statutory Disturbance Payments, a customer must have a right to occupy the property at the time of the decision to 'decant'. There isn't a requirement for the customer to have lived at the property for a minimum of 12 months unlike the Home Loss Payment. There is no minimum or maximum amount in law but Karbon Homes in consultation with the customer, will cover what we deem as 'reasonable expenses'. The purpose of the payment is to ensure the customer(s) are not financially disadvantaged due to relocation. Examples of expenses that Karbon Homes will consider covering include:

- Removal costs.
- Temporary storage of possessions and furniture.
- Redirection of post.
- Disconnection and reconnection of appliances and utilities (including satellite/cable TV and broadband).

- Redecoration.
- Replacing (or resizing) flooring, carpets and curtains.
- Installation of disability adaptations.

10.2 Where customers have rent arrears, Disturbance Payments will not be used to clear the account. The purpose of the Disturbance Payments is to ensure that the customer(s) have the financial means to move property without being financially disadvantaged.

## **11.0 Discretionary Payments**

11.1 Karbon Homes will consider making discretionary payments to customers where a decant is required on a temporary basis or where the customer may not be eligible for statutory payment. In these circumstances Karbon Homes may consider making Discretionary Payments to cover reasonable costs associated with a move. They can include:

- Removal costs.
- Temporary storage of possessions and furniture.
- Redirection of post (maximum of 3 months).
- Disconnection and reconnection of appliances and utilities (including satellite/cable TV and broadband).
- Redecoration (decoration allowance).
- Replacing (or resizing) flooring, carpets and curtains.
- Installation of aids and adaptations.

## **12.0 Right to Return**

12.1 Customers who have to move due to:

- Major works - will have a legal right to return to their home.
- Remodelling - will not have a legal right to return to their home.

12.2 Karbon Homes will endeavour to help customers to return to their principal home and /or neighbourhood wherever possible. This may not always be possible and so where this cannot be achieved Karbon Homes will work with and support the customer(s) to provide options for alternative suitable accommodation.

## **13.0 Decanting Leaseholders**

13.1 Karbon Homes will consult with leaseholders about any major works under the Section 20 process. Once it's been identified that a decant is required as part of the major works then Karbon Homes will at the earliest opportunity start consultation on the proposed decant. Karbon Homes has no automatic right to decant Leaseholders and any compensation paid will be made by means of negotiation but in any event Karbon Homes will always seek the most equitable solution. Karbon Homes cannot discharge its repair and maintenance responsibilities (including major works to the structure of the building) and therefore will take legal advice to find an appropriate solution where this cannot be achieved.

13.2 Karbon Homes has no automatic right or responsibility to decant non-tenants and any compensation paid to them must be through negotiation. If the non-tenants are tenants of a Karbon Homes leaseholder then Karbon Homes will negotiate directly with the Leaseholder.

## **14.0 Customer Vulnerabilities**

14.1 This policy is applied in line with Our Approach To Vulnerability Policy. Everyone matters. We want people to be treated fairly, have equality of opportunities, freedom, respect, and access to our services. We will offer support, reasonable adjustments, and adaptations to remove barriers. We will discuss with our customers what is reasonable and appropriate. In delivering this service we may need to escalate a particular case – if we do then customer vulnerabilities will be considered as part of the decision-making process.

14.2 We will support people with vulnerabilities to deliver this service. We will work alongside external agencies such as social services, the police and fire services and other appropriate agencies to help and support people with vulnerabilities in the delivery of our services but also to ensure we meet our statutory and regulatory requirements as a social landlord. Details are provided in the appropriate areas in this policy. All our customer policies are available on the website.

## **15.0 Monitoring and Review**

15.1 This policy will be reviewed every 3 years unless there are significant changes in legislative or regulatory requirements or good practice. Review will be coordinated by the Strategic Planning and Insight Team.

15.2 The Assistant Director Housing is responsible for the implementation of this policy.

## **16.0 Equality and Diversity**

16.1 This policy is applied in line with Karbon's Equality and Diversity Policy and the associated legislation including the Public Sector Equality Duty and Equality Act 2010. At Karbon we aim to eliminate discrimination, promote equality of opportunity, foster good relations and define the nine protected characteristics of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

16.2 However, we like to go even further. Beyond these protected characteristics we also take into consideration additional factors such as socio-economic status and language barriers which may also play a part. Our vision is for everyone to be treated fairly, have equality of opportunities, freedom, respect and access to our services.

16.3 All of our customer policies and key information are made available on the Karbon Homes website. Reasonable adjustments that can help for example to make our information and services more accessible are sign language and language interpreters. We will work to improve accessibility for everybody that we deal with offering reasonable adjustments, adaptations and discussing ways that we can work



to remove barriers that you may experience. A reasonable adjustment involves making a change to the way that we usually do things.

- 16.4 We work together to look at options and agree what adjustments would be reasonable in your individual circumstances. If you would like to find out more please get in touch with the team.

## **17.0 Data Protection and Privacy**

- 17.1 We have a clear policy on data protection and sharing data with other partners/third parties under the requirements of the UK General Data Protection Regulation, the Data Protection Act 2018 and other associated legislation. This is clearly set out in the Data Protection Policy for the Karbon Homes Group which, along with its associated procedures, must be followed throughout the operation of this policy.