

Decant Policy

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 payments are considered on 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 be also 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 taking into account 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.
- 3.7 Specific expectation 2.2.9 of the Tenancy Standard is clear that:

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.

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 Karbons 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 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.

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 Monitoring and Review

- 14.1 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.
- 14.2 The Assistant Director of General Housing is responsible for the implementation of this policy.

15.0 Equality and Diversity

- 15.1 This policy is implemented in line with the Group's Equality and Diversity Policy and associated legislation. Consideration will be given to all protected characteristics under the Equality Act 2010 to eliminate discrimination, advance equality of opportunity and foster good relations.
- 15.2 This policy and associated documents are available in different languages and alternative formats where necessary.

16.0 Data Protection and Privacy

- 16.1 We have a clear policy on data protection and sharing data with other partners/third parties under the requirements of the General Data Protection Regulation. This is clearly set out in the Data Protection Policy for the Karbon Homes Group which in association with the Data Protection Procedures must be followed throughout the operation of this policy.