

CONTROLLED DOCUMENT

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Decant and Relocation Policy

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Essential Reading for: Information for:	Housing team ECH site managers Individuals that carry out on call duties Property team

Groups/Individuals who have overseen the development of this Policy:	Tenancy Services Manager, Asset Manager, Operation Director/Housing Services Director
Groups/Individuals Consulted:	

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For the Use of the Corporate Governance Team only:

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1. POLICY STATEMENT

- 1.1 Brunelcare aims to provide sustainable homes by making best use of our sites and stock. There may be occasions where our residents are no longer able to live in their homes if it falls below our home standard or is unfit for occupation following an emergency situation (for example flood or fire) or in line with Brunelcare's Asset Management Strategy.
- 1.2 This policy sets out Brunelcare's commitment to providing a customer-focused and effective approach to decanting residents to temporary accommodation or relocating them permanently.

Deborah Evans

Deborah Evans
Chair of the Board

O Goldsworthy

Oona Goldsworthy
Chief Executive Officer

2. AIM OF THE POLICY AND RELATED LEGISLATION

- 2.1 This policy sets out the assistance offered to residents affected by decant and relocation situations. This may include shared owners and leaseholders as determined by the signed lease agreement.

2.2 Steps taken to reduce the impact and disturbance to the resident during the decant or relocation process

2.3 The policy also sets out our responsibilities with regard to expenses associated with subsistence and relocation payments.

Key Legislation:

- [Landlord and Tenant Act 1985](#)
- [Housing Act 2004](#)
- [Land Compensation Act 1973](#)
- [Planning and Compensation Act 1991](#)

3. SCOPE OF THE POLICY

3.1 Decants are usually necessary when a property is in need of major repairs or needs to be refurbished or modernised.

3.2 An emergency decant is when a property is deemed to have fallen below the Home Standard and be unfit for occupation or there is a significant risk to the resident's well-being or health and safety following an emergency call out.

3.3 Reasons for an emergency decant could be as a result of flood or fire damage. This may affect multiple properties. There is a possibility that an out of hours leak, gas or water leak may cause damage to a property, however, would not generally render properties unfit for occupation.

3.4 Decanting someone from their home should be a last resort and will only apply where absolutely necessary. Brunelcare will endeavour to support the residents to remain independent within their home

3.5 Brunelcare will identify the needs of the resident and do everything we can to provide the most suitable accommodation. A Guest Room on the site or the nearest site guest room will be offered in the first instance.

3.6 It is recognised that moving can be stressful or upsetting. Brunelcare is committed to making the move as easy as possible, providing updates on the progress of the works giving reasonable notice of a date to return.

3.7 When a property needs to be rebuilt or disposed of to enable effective asset management, in line with the Asset Management Strategy, it is classed as a relocation rather than a decant, therefore relocation to alternative accommodation will be offered.

4. DEFINITIONS

- 4.1 'Decant' is defined in this policy as the process where residents are required to move in an emergency and/or temporarily to alternative accommodation.
- 4.2 'Relocation' is defined in this policy as the process where residents are required to permanently move to similar alternative suitable accommodation.
- 4.3 'Emergency Decant' is defined in this policy as being for a period of no more than 14 consecutive days
- 4.4 'Temporary Decant' is defined in this policy as being for a period of no more than 28 consecutive days
- 4.4 'Unfit to occupy/Home Standard' is defined in this policy where the property is unsafe or there has been a loss of power, heating or mains water which is deemed to significantly impact the resident.
- 4.5 'Residents' is defined in this policy as either a tenant, Shared Owner or Leaseholder of Sheltered and Extra Care accommodation

5. KEY PRINCIPLES AND REQUIREMENTS

- 5.1 During a decant the resident retains their tenancy or lease on their main/principal home, continuing to pay any association costs to the main/principal home. Brunelcare will meet the cost related to the decant accommodation.
- 5.2 In most cases on completion of work the resident will be required to move back into their main/principal home. Where this is not possible relocation may need to be considered.
- 5.3 **Relocation - permanent** - in the event of a relocation the resident will be offered a comparable property and tenure as per their existing agreement.
 - 5.3.1 The decision to redevelop, change the use, or dispose of a property can only be authorised by the Board of Trustees and the approach to permanently relocate resident will require Director/SLT level approval
 - 5.3.2 A relocation will require management by a competent appointed staff member who will oversee the process from end to end.
 - 5.3.3 Where the relocation is to another Brunelcare property, reasonable requests for minor alterations will be considered, in addition to decorating the property and fitting floor coverings.
 - 5.3.4 Although Brunelcare will always be reasonable and work with the resident to reach an acceptable solution, if the resident refuses to move despite two suitable offers being made (this may be increased to three reasonable offers if there are specific adaptations that are required), legal action may be considered under the Housing Act 1988

schedule II Ground 6

(<https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>)

- 5.4 *Emergency - up to 14 days* - where an unexpected event has caused a property to become unfit for occupation or has fallen below our home standard, as outlined in the scope of the policy. This may involve a single or multiple nights stay (no more than 14 consecutive days) in alternative accommodation.
- 5.5 *Temporary - maximum 28 days* - this option would allow a major responsive repair, modernisation or planned investment and the resident would stay in alternative accommodation for a period no longer than 28 consecutive days.
- 5.6 Within normal working hours (8.30am to 4.30pm Monday to Friday) the decision that a decant is required must be authorised by either the Reactive Repair Manager or the Tenancy Services Manager. In ECH sites the decision that a decant is required must be authorised by either the Site/ECH Manager or Community Support Manager
- 5.7 The decision to decant a resident as a result of an emergency situation outside of normal working hours (Out Of Hours/OOH) will be with the DLO operative that attends the property and Housing staff member on call.
- 5.7.1 In an emergency scenario, key decision makers will need to be satisfied with the facts that the property is not fit for occupation due to the nature of the damage (e.g fire damage), or that the property is inaccessible, (e.g. local flooding).
- 5.7.2 Where a substantial programme of repair works is required which affects more than one household or an entire scheme, Brunelcare will develop an action plan in consultation with the residents to ensure that all concerns are represented. Consultation with those affected will take place at the earliest opportunity in order to explain the process, including the support and options available.
- 5.7.3 First offer of accommodation will always be the guest room on site or the nearest guest room to the site. However every effort will be made to provide suitable alternative accommodation, which takes into consideration the size of property, the residents' individual needs and requirements, the location, any adaptations required for independent living, ensuring this does not adversely affect care, medical, work or family support arrangements and be acceptable to the residents.
- 5.8 The resident will be kept informed of progress on their permanent home including any additional work required and timescales for moving back.

- 5.9 Although there is no automatic right to decant leaseholders or shared owners, it is possible that Brunelcare may have a right or responsibility to do so under the terms of the lease. Each affected lease will be reviewed to establish the level of support to apply and Brunelcare reserved the right to offer emergency or temporary accommodation.

Accommodation

For an emergency decant

- 5.10 The preferred and most comfortable option would be for the resident to stay with a family member or friend. We recognise that this may not be an option for all.
- 5.11 Brunelcare is in a fortunate position to be able to allocate accommodation in one of the guest rooms found within a number of our schemes. The ideal solution would be to utilise the guest room on the site, however, this may not always be possible as the guest room may have a prior booking. In this scenario, the resident may be offered the next closest guest room on another sheltered housing site.
- 5.12 Subsistence payments (i.e. for food or other miscellaneous expenditure) may apply in this instance dependent on the circumstances.

For a Relocation

- 5.13 There are two options in this scenario:
- 5.13.1 Relocate within Brunelcare housing stock. This would be facilitated through an internal transfer process (found in Allocation and Letting policy).
- 5.13.2 Relocate to suitable accommodation with an alternative housing provider by supporting the resident to apply to the local authority choice based letting scheme and working with the housing options team in order that they bid for suitable accommodation or receive a direct offer from an alternative landlord. The local authority housing options team can assist with prioritising residents from sites that will be redeveloped or disposed of.

Statutory Payments

- 5.14 Where the Relocation is permanent due to the property being redeveloped, disposed of, or modified for alternative use the resident will qualify for statutory home loss payment.

5.15 This policy establishes statutory payments being made to residents. Payments will fall into two categories:

- Statutory - Home Loss Payment
- Discretionary - Disturbance Allowance

5.16 All payments including those made at the discretion of Brunelcare may be offset, wholly or partly, against debts owed to Brunelcare. Exceptions to this will be considered on an individual case basis.

Statutory - Home Loss Payment

5.17 This is prescribed in law under the Planning and Compensation Act 1991; Part 3, Land compensation, etc - Section 68

Discretionary - Disturbance Allowance

5.18 For Disturbance Allowance, the resident must be the named tenant living at the property as their main and principal home but they do not need to have lived in the property for 12 months prior to the date of relocation. The amount payable is at the discretion of Brunelcare.

5.19 The basis of the Disturbance Allowance is to ensure the resident(s) is/are not financially out of pocket due to the move and is set at a maximum of £1000. Examples of the items which can be included are:

- Cost of removals and/or storage of belongings
- Cost of altering soft furnishings (i.e. refitting carpets, altering curtains and blinds and refixing curtain rails).
- Cost of providing new curtains and carpets where those from the old home cannot be adapted to fit.
- Disconnection and reconnection costs for existing fixtures and fittings (e.g. telephone, cooker, washing machine and other plumbing).
- Redirection of mail for up to 3 months.
- Reimbursement for extra travel costs related to work or education whilst in temporary accommodation.
- The removal and installing of minor adaptations (e.g. grab rails, key safes).

5.20 Where the decant is as a result of planned work or re-development, the cost of relocating residents should be covered within the development scheme budget

5.21 Where the decant is as a result of an unexpected event, covering the cost of the emergency decant or temporary decant and the repair works may be negotiated with Brunelcare's insurers.

Subsistence Allowances

- 5.22 This allowance will be applied on a case by case basis and used to cover costs such as meals, where there were no facilities to cook, or taxi/bus fares to and from the accommodation.

Circumstances where decant is not offered

- 5.23 Brunelcare will not offer alternative accommodation, or will bring to an end an existing decant based on the following evidence (this list is not exhaustive);
- 5.23.1 The resident has rendered the property unfit to occupy as a result of criminal damage (e.g. arson or any other deliberate action for which Brunelcare wished to take legal action against).
- 5.23.2 If the move is a voluntary decision as a result of repair work which would not qualify for an emergency or temporary decant.
- 5.23.3 If the resident is evicted prior to relocation. They will not receive or be entitled to a home loss payment or disturbance allowance.

Right to return

- 5.24 Residents who have moved due to:
- 5.24.1 Relocation - will not have the automatic right to return to the site, however in the case of redevelopment there may be an option to return to a new property on the site.
- 5.24.2 Emergency - will have the right to return.
- 5.24.3 Temporary - will have a legal right to return.

6. ROLES AND RESPONSIBILITIES

The Board of Brunelcare (Employer and Landlord)

- 6.1 The Board has overall accountability for the activities of the organisation, which includes relocations. The Board will ensure that it receives appropriate assurance that the requirements set out in this policy are being met.
- 6.2 The Board discharges its responsibilities for Decants (emergency and temporary) through the Chief Executive Officer. It will report back to residents or their family representatives on how Brunelcare manages and assures the independence and objectivity of its decants process.

Chief Executive Officer

- 6.3 The Chief Executive Officer has overall accountability for the provision of an efficient and effective decant process.

6.4 The Chief Executive Officer discharges the day to day operational responsibility for decants through the Operation Director/Director of Housing Services.

Operation Director/Director of Housing Services

6.5 The Operation Director/Director of Housing Services is responsible for the operational delivery of this policy and the associated procedures.

6.6 The Director of Housing Services will put clear mechanisms in place:

- to monitor and measure compliance with the policy, setting a performance framework that includes key Performance Indicators (KPIs);
- provide regular performance reports to the Board; and
- ensure performance against key performance indicators is regularly reported to Brunelcare's customers.

The Tenancy Services/Community Support Manager

6.7 The Operation Director/Director of Housing Services has delegated responsibility for ensuring that decants operate in accordance with Brunelcare's policies for sheltered accommodation and for ensuring that decants operate in accordance with Brunelcare's policies for Extra Care Housing.

6.8 The Tenancy Services/Community Support Manager is responsible for overseeing the day-to-day operation of the decant processes.

Housing Team/OOH duty person/Extra Care Sites

6.9 The Housing Team and OOH duty person who report to the Tenancy Services Manager are responsible for all the administration involved in the decanting residents. Extra Care sites are responsible for ensuring the decanting of residents process is followed.

7. EQUALITY AND DATA PROTECTION

- 7.1 Brunelcare seeks to embed an environment where all residents are treated as individuals, fairly and in a consistent way. We work within the spirit and the practice of the Equality Act 2010 by promoting a culture of respect and dignity and actively challenging discrimination, should it ever arise. This Policy will be applied in a way that is consistent with these principles.
- 7.2 Brunelcare is committed to ensuring protection of all personal information that we hold, and to provide and protect all such data.
- 7.3 Brunelcare is dedicated to safeguarding the personal information under our control and in maintaining a system that meets our obligations under the

General Data Protection Regulation (GDPR). Our Practice is set out in our Data Protection Policy.

8. IMPLEMENTATION AND TRAINING

- 8.1 It is expected that housing and property colleagues familiarise themselves with the details of this policy and their responsibilities in line with this.
- 8.2 The Operation Director/Director of Housing Services has delegated the day-to-day responsibility for the implementation of this policy and for its regular review.
- 8.3 Each team member will be appropriately appointed to their position and trained to deliver this policy effectively.

9. MONITORING AND REVIEW

- 9.1 Brunelcare uses Key Performance Indicators (KPIs) to monitor and benchmark its services and performance against set criteria and standards. KPIs are reviewed annually in line with performance with an assumption that performance will continually improve.
- 9.2 This policy will be reviewed every three years, or following any major statutory or regulatory changes, significant changes in procedures or practices, or if the author deems it to be required.