

SERVITE HOUSING ASSOCIATION

Decanting Policy

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SERVITE HOUSING ASSOCIATION LTD

POLICY: DECANTING

1. Policy Statement

- 1.1 There are occasions where the Association will have to decant individuals or groups of Tenants. Decants are usually necessary when a property is in need of major repairs work or needs to be refurbished, modernised or demolished.
- 1.2 Servite will work with residents throughout the decant process to ensure that the disruption to their lives is kept to a minimum.
- 1.3 Where applicable a payment will be made to them under the following categories:
 - Home Loss Payments
 - Decant Payments
 - Replacement Allowances
- 1.4 All payments including those made at the discretion of the Association may be offset, wholly or partly, against debts owed to Servite.
- 1.5 Servite will, as far as reasonably possible, ensure existing residents can return or remain in the locality. However, this may not always be possible particularly when a scheme is being remodelled with fewer properties than originally. If this is the case Servite will work with residents to provide options for rehousing.

2. Definitions

- 2.1 Decanting – is a legal definition used to explain the process where residents are required to move from their homes, due to the reasons stated in the introduction above. These plans may involve major repair or improvement to the property (resulting in a significant change of character to the property, e.g. building an extra room) and will require a resident to move out, either temporarily or permanently, for the works to be completed.
- 2.2 A Permanent Decant: when a resident is moved out of their property and there is no intention to return them to it.
- 2.3 A Temporary Decant: when a resident 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.
- 2.4 There are occasions when a temporary decant becomes a permanent move, i.e. if the extent of works required is so great that the Association deems it appropriate to sell a property. The Association does not, however, consider it appropriate to use the decanting process as a means to move Tenants permanently who wish to transfer for reasons other those identified as the reasons for decanting.

3. Aims and Objectives

- 3.1 Aims
 - to manage decant proceedings in an efficient and equitable manner

- to cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis

3.2 Objectives

- fairness in the calculation of amounts due to residents if not determined by statute, using a fair basis for assessment of the loss or costs incurred
- to make reasonable payments to residents who are being moved compulsory
- assist residents in moving and arranging any move required by the work
- attempt to ensure that accommodation is provided with similar adaptation's where an individual has particular needs and their existing home has been specially adapted
- prompt payment making every effort to determine the amounts due as soon as possible after the event giving rise to a resident's claim
- in situations where there is clear evidence of financial hardship caused by the move interim payments will be considered

4. Relevant Legislation

4.1 The Land Compensation Act 1973 is the relevant legislation for making payments to tenants and owners. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move.

4.2 A claimant is required to meet all the following criteria in order to qualify for a home loss payment:

- They must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.
- The move must be permanent.
- The claimant must be an assured tenant, an employee in a tied property, a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or any person with any "interest in the dwelling house"

4.3 In addition to the above the claimant's removal must be in consequence of one of the following events:

- Compulsory acquisition of the property by a body with compulsory purchase powers;
- Demolition, improvement or closing order under the Housing (Scotland) Act 1987;
- The Development of Land acquired by an authority with compulsory purchase powers;
- Improvement or redevelopment by an RSL;
- Demolition of a dangerous building;
- A court order for recovery of possession proceedings by an RSL, with suitable alternative accommodation being available to the tenant. This only applies to secure tenants

5. Accommodation Criteria

5.1 The criteria for accommodation to be provided by the Association is as follows:

5.1.1 Where possible, tenants being moved due to remodelling or major repairs will be allocated a property with the same number of apartments as the property in which they already live;

- 5.1.2 Accommodation will be allocated according to the tenant's needs which will be assessed by:
- Apartment size according to family complement;
 - Location for specific reasons
 - Tenant's stated preference
- 5.1.3 Properties will be wind and water-tight. Due to the spread out nature of the Association's stock, accommodation from other landlords may be utilised;
- 5.1.4 While a tenant is required to move the rent they pay shall be the same, or where the rent is less than that of the existing property then the rent payable will be the lesser;
- 5.1.5 Where the accommodation is for the purpose of remodelling or modernising the tenant's existing home, the tenant cannot stay in this accommodation permanently. Tenants will require to sign a declaration agreeing to return to their remodelled/modernised home prior to moves being arranged;
- 5.1.6 Where a move has occurred to allow demolition of property to proceed, tenants will be made an offer of permanent alternative housing as properties become available;
- 5.1.7 The Association will co-ordinate and pay for the following:
- furniture removal and storage of furniture where this is required;
 - mail redirection;
 - telephone disconnection/reconnection
 - gas/electrical appliance disconnection/reconnection ie cooker, washing machines, lifting and relaying of carpets and/or curtain and carpet alterations. Where we arrange gas disconnection/reconnection of cookers it is the tenant's responsibility to ensure their appliance meets the existing required standard. The Association's contractors cannot reconnect appliances that do not meet those legal standards;
 - TV aerial/satellite connection/cable.
- 5.2 If a tenant wishes to move with no assistance from the Association, then the Association will pay a non negotiable one-off payment as detailed in appendix 1.
- Tenants will need to arrange their own contents insurance;
 - Where the tenant receives Care Call alarm services or meals on wheels, we will liaise with the appropriate agency to make sure the service is transferred to the decant property and then back to the permanent property;
- 5.3 We will ensure that the decanted accommodation provided by the Association will be to the normal letting standard of the organisation plus:
- Fitted carpets;
 - Vinyl floor covering in kitchen and bathroom;
 - Fully operational heating and hot water system
 - Laundry service – washer/dryer [see 5.4]
- 5.4 Where tenants have access to laundry facilities and have paid towards the laundry facilities and are moving back into a remodelled property, without this amenity, then they will receive a washer/dryer for their property. This will not be maintained by the Association and will be paid for only once.

5.5 Residents who have to move due to major works will have a legal right to return.

6. Home Loss and Decant Payments

6.1 Home Loss

Home Loss payments will be made to Tenants where they qualify under the criteria set out in Section 4. The amount that will be paid is detailed in Appendix 1

6.2 Decant Payments

Decant Payments will be made to Tenants where they are to be temporarily relocated to alternative accommodation as defined in Section 2. The amount that will be paid is detailed in Appendix 1. The payment will be the same if the tenant makes their own re-housing arrangements.

7. Replacement Allowances

7.1 Replacement Allowances are to ensure that tenants are not significantly 'out of pocket' as a direct result of works taking place in their home. These are contributory compensation payments to reflect that particular household items, such as carpets, blinds and floor coverings, may no longer fit back into an improved house.

The intention is, therefore, to acknowledge this possible eventuality, as well as achieving across the board consistency and fairness in the levels of payments made.

7.2 Types of allowances provided.

The following are the allowances available and the criteria for issuing them, with the amounts payable detailed in Appendix 1.

7.2.1 Decoration

Where properties have been the subject of decanting arrangements, all rooms affected by the works will be fully decorated prior the return of the existing tenant or allocation to a new tenant. This will be to the basic finish as per our lettable standards as detailed in the Voids policy. No allowance will be paid.

7.2.2 Window Blinds

Where replacement windows have been installed which alter the dimensions so that the existing blinds do not fit, an allowance is authorised to compensate for alterations or contribute to new blinds, as the tenant desires.

7.2.3 Floor Covering Allowance – Damage to Existing

Where damage to floor covering is anticipated as part of the work, e.g. where new kitchen units are a different size from existing units leaving a gap in the carpet, then an additional floor covering allowance will be approved.

7.2.4 Floor Covering Allowance – Wooden or Laminate Flooring and Non Slip Flooring/Tiles

Where tenants have fitted wooden or laminate flooring with the prior permission of the Association and this is unavoidably damaged during removal from the property, an additional floor covering allowance will be approved

7.2.5. Removal and Storage of Furniture

The Maintenance Officer will, where required, arrange removal and storage of tenants' furniture directly with a removal contractor on the tenant's behalf. The

officer must ensure that all necessary insurances are in place to cover the potential for damage of tenants' furniture during removal or while in storage.

8. EMERGENCY SITUATIONS

- 8.1 In emergency situations Servite will, in the first instance, concentrate on locating suitable temporary accommodation for the resident(s) their family and any pets. Once the immediate emergency situation has been dealt with Servite will either return them to their home or continue with the normal decant procedures.
- 8.2 By their very nature, no emergency situation will be the same, however the priority of Servite will always be the safety of residents and their possessions, in that order.

9. CONFIDENTIALITY

- 9.1 Under the Data Protection Act 1998 and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:
- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or committee member
 - sensitive organisational information Officers will ensure that they only involve other agencies and share information with the consent of the resident concerned, unless:
 - Servite is required to by law
 - The information is necessary for the protection of children

10. EQUALITY AND DIVERSITY

- 10.1 Servite recognises the needs of a diverse population and always acts within the scope of its Policies, the Human Rights Act 1998, The Disability Discrimination Act, and Race Relations Act.
- 10.2 Servite works closely with its partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. This enables Servite to ensure the right resident is offered the right decant property at the right time within Servite's property portfolio.

11. MONITORING AND EVALUATION

- 11.1 The delivery of this policy will be monitored using a number of techniques. Servite staff will monitor all decants. The overall success of the policy will be judged using a mixture of indicators which will measure overall sustainability of estates together with indicators which measure the success and speed of internal processes. Some of these indicators will be reported to the committee and some will be monitored within the service and used to inform continuous improvement. A number of these indicators will have targets associated with them which will be reassessed on an annual basis.

The following indicators will be used:

- Reasons for decant
- Tenant satisfaction
- Percentage of turnarounds meeting target (28 days)

12. HEALTH & SAFETY

- 12.1 This policy will be carried out in compliance with all relevant statutory health and safety requirements and regulations.

APPENDIX 1

1. Home Loss Payments	£1,500
2. Decant Payments	£125 on moving out of existing property £125 on moving back into previous property
3. Full removal service, inc. removal and storage of furniture, all household items, redirection of mail, telephone, utilities, Carpets, floor coverings	This will be undertaken by the Association
Tenants making their own arrangements for removals	£250
4. Replacement Allowances	
Blinds (per blind)	£22
Floor Covering Allowance	
Damage to Existing (per carpet)	£99
Damage to Wooden, Laminate or Floor Tiles (per flooring)	£99
Maximum Allowance for Floor Coverings where all relevant criteria have been met	£297