



GROUP DECANTING POLICY

POLICY IMPLEMENTATION CHECKLIST	
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Equality Impact Assessment required:	No
Data Protection compliant:	Yes
Health & Safety compliant:	Yes
Procedure implemented:	In place
QL system changes made:	In place
KPIs / reporting arrangements implemented:	In place
Training Completed:	Not required
Posted on intranet:	Yes
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1. Policy Statement

- 1.1 There are occasions where the Registered Social Landlords (“Landlords”) within the Caledonia Group comprising Caledonia, Bellsmyre and Cordale Housing Associations (“The Group”) will be required to manage the decant of individuals or groups of tenants. These will usually be undertaken when a property is in need of major repairs work or needs to be refurbished, modernised or demolished and when it is not practical or suitable for the occupier to remain whilst the work is completed.
- 1.2 In all cases landlords within the Group will work with their 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 a landlord may be offset in agreement with the tenant, either wholly or partly, against any debts owed to that landlord.
- 1.5 Landlords within the Group 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 the landlord will work with their 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 for repair work to be undertaken.
- 2.2 Permanent Decant - this is when a resident is moved out of their property and there is no intention to return them to it.
- 2.3 Temporary Decant - this is 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 The Group does not consider it appropriate to use the decanting process as a means to move tenants permanently who may 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 and consistent basis for the assessment of the loss or costs incurred
 - make reasonable payments to residents who are being compelled to move
 - providing assistance to residents who are required to move and managing and arranging the move in a responsible manner

- ensuring that accommodation is provided with similar adaptations where an individual has particular needs and their existing home has been specially adapted
- prompt payment of compensation, 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 Home Loss Payment (Specification of Amount) (Scotland) Regulations, 1989 is the relevant legislation for making payments to residents. The payments are intended to compensate individuals 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 a 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 as a 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 a landlord 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 confirmed family complement;
- Location for specific reasons, such as work or school
- Tenant's stated preference

5.1.3 Properties will be wind and water-tight. Due to the dispersed nature of the stock within the Group, 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 the temporary decant accommodation permanently. Tenants will be required 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 or to create vacancies for a remodelling programme that will reduce the number of units available, tenants will be made an offer of permanent alternative housing as properties become available;
- 5.1.7 As part of the decant (either temporary or permanent), the landlord 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 i.e. 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;
- disconnection/reconnection of TV aerial/satellite/cable.

5.2 If a tenant wishes to move with no assistance from the landlord, it will pay a non-negotiable one-off payment as detailed in Appendix 1.

- In this instance tenants will need to arrange their own contents insurance;
- Where the tenant receives emergency alarm or care 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 All landlords within the Group will ensure that the decanted accommodation provided will conform to the normal letting standard of the organisation plus it will have:

- 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 this through their service charge 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 landlord 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.

- 6.3 In both instances, the landlord will still provide a full removal service or refund the tenant as set out in Appendix 1. This is to ensure that the inconvenience to the tenant is minimised and the process is effectively co-ordinated.

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 to the return of the existing tenant or allocation to a new tenant. This will be to the basic finish as per the lettable standards as detailed in the Landlords Voids Policy. No allowance will be paid.

7.2.2 Window Blinds/Curtains

Where replacement windows have been installed which alter the dimensions so that the existing blinds or curtains do not fit, an allowance will be authorised to compensate for alterations to or contribute to new blinds/curtains, 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 floor covering, 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 their landlord 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 landlord will, where required, arrange removal and storage of tenants' furniture directly with a removal contractor on the tenant's behalf. The landlord will 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 Where a decant is required for an emergency situation, such as to undertake emergency repairs following a fire, a flood or other major damage rendering the property immediately uninhabitable, the landlord will, in the first instance, concentrate on locating suitable temporary accommodation for the resident(s), their family and any pets.
- 8.2 Once the immediate emergency situation has been dealt with the landlord will either return the occupiers to their home or, if this is not possible, continue with the normal decant procedures. By their very nature, no emergency situation will be the same, however the priority of landlords within the Group will always be the safety of their 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:
 - The Group is required to by law
 - The information is necessary for the protection of children

10. Equality & Diversity

- 10.1 The Group 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 Landlords within the Group will work closely with their partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. This enables the landlord to ensure the right resident is offered the right decant property at the right time within landlord's property portfolio.

11. Monitoring and evaluation

- 11.1 Landlords within the Group will closely manage and 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.

The following indicators will be used:

- Reasons for decant
- Tenant satisfaction

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	£150 on moving out of existing property £150 on moving back into previous property
3. Full removal service, inc. removal and storage of furniture, all household items, carpets & floor coverings; redirection of mail; reconnection of telephone, tv, satellite & utilities.	This will be undertaken by the Landlord and will be provided for all decants (permanent or temporary)
Tenants making their own arrangements for removals	£300
4. Replacement Allowances	
Blinds/Curtains (per blind or curtain set)	£30
Floor Covering Allowance Damage to Existing (per carpet)	£150
Damage to Wooden, Laminate or Floor Tiles (per flooring)	£150
Maximum Allowance for Floor Coverings where all relevant criteria have been met	£400