

# Decant Policy

City of Wolverhampton Council

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# Decant Policy

## City of Wolverhampton Council

### 1. Introduction

The City of Wolverhampton Council (the Council) recognises that on occasion it is necessary to temporarily or permanently relocate individuals or groups of residents. These relocations are referred to as “Decants”.

*Decants can become necessary where:*

- A property has been deemed unsafe or hazardous and work is required to remedy this;
- It would be unsafe or potentially harmful for the occupants to remain in the property whilst repairs are undertaken, e.g., certain removal of asbestos, structural or other significant building works;
- There is another reason e.g., a recommendation is received from a health professional that decanting is required;
- A property needs to be rebuilt or disposed of to enable effective asset management, or as part of a regeneration or redevelopment project.

Tenant’s moving due to a transfer, mutual exchange or after choosing to end their tenancy are not decants.

This policy recognises the impact that moving on a temporary basis can have on people’s lives. The policy therefore aims to provide a thorough understanding of the decant process, what financial assistance may be available and what practical help can be provided to tenants in a decant situation.

*In applying this policy, the Council will:*

- Understand and respond to the diverse needs of tenants;
- Treat all tenants with fairness and respect;
- Provide choice where possible and information that is appropriate to the needs of the tenant.

For areas of estate redevelopment, both temporary and permanent decants may be utilised. Specific documentation regarding the redevelopment should be assessed for more details around these processes within these circumstances.

### 2. Managing Agents

The Council currently has four Managing Agents who manage the council owned housing stock. There are three Tenant Management Organisations (TMOs) and one Arms Length Management Organisation (ALMO). The three TMOs are; Bushbury Hill Estate Management Board, Dovecotes TMO, and New Park Village Co-operative Ltd. The ALMO is Wolverhampton Homes.

The Managing Agents manage the council’s properties, however the Council remains the landlord.

All council decants, regardless of the managing agent which manages a tenant’s home, are carried out by Wolverhampton Homes as a retained responsibility.

### 3. Decant Options

The order of preference for decant options is as follows;

1. Temporarily move in with family or friends.
2. The Council will utilise any existing vacant and available stock to find suitable alternative accommodation. For clarification on suitable alternative accommodation, please refer to section 5.
3. Where there are no suitable properties available, a tenant will be placed in hotel or alternative accommodation at Wolverhampton Homes’ expense. A TMO would pay for alternative accommodation where the reason of the decant is due to the TMOs negligence.

## 4. Types of Decant

### **Emergency decant**

Where an unexpected event has caused a property to become uninhabitable, we will work with the managing agents to identify suitable accommodation if staying with friends or relatives is not feasible. Due to the urgent need to relocate it may be more convenient for families to move into hotel accommodation for a very short period. The urgency of a situation may also mean that accommodation from housing stock takes a day or two to be made available. In either case, whilst families are in hotel accommodation efforts will continue to identify suitable housing stock options as a preference.

The household is required to move back to their principal home upon completion of all required works – see sections 12 and 13.

### **Temporary decant**

A temporary decant would occur when works are planned and expected but would be unsafe or not suitable for the tenant to remain in the home while these are carried out.

Where a temporary decant is required, options to consider are explained in section 3.

The household is required to move back to their principal home upon completion of all required works – see sections 12 and 13.

### **Permanent decant**

In some situations a property may be demolished or significantly altered which would mean a tenant is not able to return to that property. Where this is the case, the tenants would need to be permanently decanted to a different property which would result in a new letting, where the tenant's current tenancy agreement is not affected if remaining in a council owned property. Tenants may be decanted to a temporary property while a permanent property is being sought or built.

Where a tenant holds a secure tenancy, and is decanted permanently, they will be signed up to a new secure tenancy agreement and will

continue to have the right to buy. The calculations for any right to buy application will begin from the start date of their original secure tenancy and will continue into their new tenancy.

## 5. Suitability of property

If the provision of a property from City of Wolverhampton Council owned stock is required in any decant situation, in all cases:

- The property made available will be suitable for the needs of the tenant, according to the Council's Allocations Policy and meet Wolverhampton Homes' Lettable Standard;
- Existing council tenants will be awarded an appropriate banding priority when they are required to decant from their property due to being part of a redevelopment;
- We will endeavour to take choice of area into account where possible, but this will be subject to availability of stock;
- There will be minimum disruption caused to tenants through the provision of support, effective communication and minimising the period they are in the decant property;
- Wolverhampton Homes will pay reasonable expenses to meet additional costs that the tenant may incur while decanted from their home (except where the tenant's or TMOs actions or omissions have made the decant necessary. The relevant managing agent would pay reasonable costs where the reason of the decant is due to the managing agents negligence.) Please see section 10; and
- The tenant will be compensated for the disturbance (except where the tenant's actions or omissions have made the decant necessary). Please refer to the Home Loss and Disturbance Policy;
- Any areas subject to a council redevelopment scheme will be supported by an individual Local Lettings Plan.

The Council understands the value of pets to householders. However, pets are not included

within the criteria for suitability of suitable alternative accommodation. Where it can, the Council will seek to rehouse tenants with pets. In the event we are unable to do this, support will be offered with rehoming.

The Council will work with tenants to ensure that offers of suitable alternative accommodation are made available. In the event that a tenant refuses two offers of suitable alternative accommodation, the Council may be able to provide a direct offer of alternative accommodation. The Council reserves the right to issue notice to seek possession of the property where all other options have been exhausted.

## 6. Consultation and keeping tenants informed

In non-emergency cases, the relevant Managing Agent will consult with the tenant on options available.

The relevant Managing Agent(s) and Council will aim to minimise the disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices we can offer tenants will depend on what is available at the time.

The Managing Agent(s) will provide a single point of contact for tenants and ensure they:

- Understand why a decant is necessary;
- Are aware of the estimated duration of the decant period;
- Are notified of what they can expect in terms of the work being done to their own property;
- Are informed of the support their Managing Agent can provide, including any financial assistance that is given;
- Know how to appeal a decision made by the Managing Agent or Council, or complain about the level of service received (see sections 15 and 16).

In regeneration projects, the Council may also

provide a single point of contact to provide support and information. In these cases, refer to the specific regeneration decant policy if applicable.

The Council and the Managing Agents aim to minimise tenant concerns through the provision of information and advice prior to, during and after the decant period. The tenant should expect to receive regular updates from their point of contact.

The tenant should be advised by their Managing Agent to remove any items of high or sentimental value from their home for the period of the work. The Council and the managing agents will not be liable for valuable items left in the property. It is the tenants responsibility to ensure these are moved to a safe location.

## 7. Rights and Responsibilities

*During the decant process, tenants have the right:*

- To have their home and their belongings treated with respect;
- To be kept informed by their Managing Agent(s) of the progress of the work being done at their home;
- To be compensated with reasonable expenses incurred through the disturbance of a decant situation.

*As part of the decant process, tenants have the responsibility:*

- Of informing their Managing Agent of any issues which need to be considered as part of the decant process;
- Of keeping full and legitimate records and proofs of purchase for agreed expenses incurred as part of the decant;
- To inform staff of any changes in circumstances or needs during the decant period;
- To pack and prepare for the move, or to tell their Managing Agent if they require support in doing this;

- To document, and provide evidence (e.g. photographs) if requested, of any damage caused to items during a move if support has been provided to move belongings;
- To notify Housing Benefit and Council Tax of the decant;
- To notify all utility companies of the decant and estimated decant period. The tenant is to pay utilities at the decanted property and the standing charge at their secure tenancy. The tenant can then claim the standing charge back as a reasonable expense;
- To look after their temporary home whilst they live in it.

## 8. Actions/acts of omission by the tenant and/or their household

The Council and its managing agents reserve the right to distinguish between decant situations which are as a direct result of the action or omission of the tenant (or household member) and those situations which arise which are not because of an act or omission of the tenant (or household member).

Examples of where a tenant (or household member) has caused or contributed to the need for a decant include, but are not limited to:

- Deliberate or negligent fire raising within their own home;
- Deliberate or negligent flooding of their own home;
- Alterations carried out by a tenant (whether approved by a Managing Agent or not) which have caused damage to the property.

Actions taken by the tenant (or household member) which result in damage or deterioration of the property may be a breach of Conditions of Tenancy and may result in the relevant Managing Agent acting to recover the property through legal action and any costs associated with repairing any damage done to the property.

## 9. Home Loss and Disturbance Payments

Under the Land Compensation Act 1973, a landlord may have to pay a resident a home loss payment if the resident is permanently displaced from their home (subject to the circumstances and various conditions).

The basis of the Disturbance Payment is to ensure that the tenant is not financially out of pocket due to the move.

For further information on home loss payments and disturbance payments, please refer to the Home Loss and Disturbance Policy.

## 10. Costs and Expenses

The tenant will continue to pay rent when they are decanted. The amount of rent paid is dependent on the type of decant.

- **Temporary Decant:** The rent is paid for the tenant's original property which they have been decanted from.
- **Permanent Decant:** The tenant would pay the set rent for the property they are permanently moving to.

There are a variety of expenses which tenants may be able to claim back while being decanted. This includes, but is not limited to, food expenses if staying at hotel accommodation and additional travel costs if decanted further away from places of work or learning.

All cases will be assessed on a case-by-case basis. Depending on the circumstances of your decant, you may be provided with a daily agreed amount for food, or you may be requested to claim back expenses. **This should be discussed with the agreed point of contact and an agreement reached prior to expenses being paid or claimed.**

It is the tenant's responsibility to remain in contact with their Managing Agent to determine future needs in relation to expenses.

All requests for expenses being paid should be reasonable and proportionate to the circumstances.

The tenant will be requested to provide evidence, such as receipts, to prove amounts for expenses being claimed.

The tenant may also be able to claim reasonable expenses for putting right the decoration within the property if extensive damage has been caused by the decant works or by operatives during the decant period. The property will be put back into its original decorative state, and not to the standard or style the tenant had made it.

**Tenants should initially claim through their contents insurance for specific decoration rectification, and evidence of a claim attempt may be requested. All tenants should have contents insurance, and expense claims for redecoration or furnishing will not be agreed in cases where the tenant has failed to arrange their own contents insurance.**

## 11. Leaseholders and Freeholders

In the event that any planned works will require leaseholders and freeholders to be decanted, full consultation will be undertaken at as early a stage as possible. The Council will seek legal advice if we are prevented from fulfilling our repair and maintenance obligations as a result of a leaseholder or freeholder refusing to be decanted.

The Council, through its Compulsory Purchase powers, is able to compulsory purchase homes if we are unable to buy them through voluntary agreement under our purchase scheme.

Where we have a statutory duty to, we will compensate leaseholders and freeholders for the loss of their home; otherwise they will be expected to recover their costs through their own insurance cover.

The conditions for Home Loss Payments and Disturbance Payments are set out in the Home Loss and Disturbance Policy.

While the Council may not have the same duty to provide alternative accommodation to leaseholders and freeholders as it may for its tenants in respect to temporary decants, we will provide suitable alternative accommodation where:

- there is an obligation under the terms of the lease;
- the decant is required as a result of the Council's failure to act or negligence;
- it may help facilitate the progress of essential works.

There may be circumstances where a leaseholder or freeholder has rented out their property and therefore has a contractual arrangement with their tenant. In such cases, when decanting the tenant, the leaseholder or freeholder (being the Landlord) will need to make arrangements about rent, compensation or alternative accommodation. It is the Landlord's responsibility to provide vacant possession. The Council will not support the tenant of the leaseholder to find alternative accommodation.

Any leaseholder or freeholder being moved to alternative temporary accommodation within the Council's own housing stock will be required to return to their principal home as soon as the works have been completed and it is available for occupation.

**Leaseholders and freeholders, including landlords, should have relevant insurance in place in the event of needing to claim against this.**

For decants relating to an estate redevelopment area, freeholders and leaseholders should refer to the specific documentation relating to that redevelopment for further information.

Within estate regeneration areas where owner-occupiers are required to permanently vacate their property, they will have options available to them when considering their relocation.

Relocation may be on or off the estate depending on the owner-occupiers preference, and what properties/options are available.

In the first instance, the preferred option is that freeholders find their own alternative accommodation.

*Alternative options could include:*

- Equity Swap
- Shared Ownership
- Further alternatives may be available.

A freeholder or leaseholder being considered for an affordable rent property through the Council would be a last resort option where no other options are financially viable following an assessment of individual circumstances.

## 12. Right to Return

Tenants who have moved due to major works being required at their home or are part of a regeneration area may have the right to return. Although an interest in the right to return can be expressed, this will be dependant on suitable properties being available in the new build development which tenants are eligible for under the allocations policy.

Where the work required to the property means a tenant has been in the decant property for six months or more and the household meets the eligibility criteria for that property, requests will be considered if the resident wishes to remain in the decant property. There is no guarantee that requests will be granted, these are assessed on a case-by-case basis and will take into account multiple factors, including eligibility for that property in accordance with the Council's Allocations Policy.

## 13. If a tenant refuses to return to their own property

Council recognises that moving temporarily from a property is stressful and potentially difficult and therefore wishes to minimise any concerns a tenant may have, including concerns about returning to the substantive property. Notice of at least four weeks will be given to allow sufficient time for the tenant to prepare to return to the property where they are an introductory or

secure tenant. If not already done, the tenant will be served with a Notice to Quit by the Managing Agent to vacate the decant property.

The decanted tenant has no legal right to remain in the decant property and must return to their substantive home when required to do so by the Managing Agent (unless the criteria in Section 12 of the policy is satisfied), in accordance with the Tenancy Agreement which tenants agree to abide by. If the tenant fails to leave the decant property enforcement action will be taken and the tenant may be liable for any legal expenses arising.

## 14. Tenancy Implications

Residents who are decanted on a temporary basis will be provided with a 'Licence To Occupy' for the duration of their stay at the decant property. Where a temporary decant occurs, the original tenancy agreement will continue throughout the period of the decant so that when they return they will have the same tenancy with the same security as before.

The tenant should meet their normal full liability for rent and Council Tax, net of any benefits to which they are entitled on their substantive property.

The relevant Managing Agent may serve tenants with a Possession Order to regain possession of the decant property if the tenant does not vacate this when requested. A tenant would be in breach of their tenancy agreement if they refuse to move back to their original property once works have been completed, which may result in further legal proceedings.

In the case of a property being part of a regeneration or redevelopment area where homes are to be demolished, meaning the tenant will not be able to return to that property, the tenant will retain a secure tenancy within their temporary decanted property.

## 15. Appealing a decision made by the Managing Agent or Council

If a tenant wishes to appeal against a decision made by the Managing Agent or Council, they must do this within 21 days of being informed of the original decision. The appeal, and the reasons for it, can be made verbally or in writing. Please follow the processes as set out by your Managing Agent.

## 16. Making a complaint

Complaints about services provided by the Managing Agents can be made via the individual Managing Agents complaints process.

Complaints regarding **Bushbury Hill EMB** can be made in person at their office, in writing, via phone **01902 552995** or via their website **[www.bushburyhill.co.uk/compliments-and-concerns/](http://www.bushburyhill.co.uk/compliments-and-concerns/)**

Complaints regarding **Dovecotes TMO** can be made in person at their office, in writing, via phone **01902 552780** or via email **[Dovecotes.TMO@wolverhampton.gov.uk](mailto:Dovecotes.TMO@wolverhampton.gov.uk)**

Complaints regarding **New Park Village TMO** can be made in person at their office, in writing, via phone **01902552670**, via email **[ellertonhouse@npv.org.uk](mailto:ellertonhouse@npv.org.uk)** or via their website **<http://npv.org.uk/contact/index.html>**

Complaints regarding **Wolverhampton Homes** can be made via the website, by emailing **[complimentsandcomplaints@wolverhamptonhomes.org.uk](mailto:complimentsandcomplaints@wolverhamptonhomes.org.uk)** or in writing to **Customer Feedback Officer**, Wolverhampton Homes, 29 Market Street, Wolverhampton WV1 3AG

## 17. Review and monitoring of the policy

Council will review this policy initially after 12 months, then every two years or before if there are changes to legislation or other policy and practice that impacts on the management of decants.

All properties used for decant purposes will be subject to the scrutiny during the weekly Void Meetings held by Wolverhampton Homes.



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City of Wolverhampton Council, Civic Centre, St. Peter's Square, Wolverhampton WV1 1SH