



# Decant Policy

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## 1. Introduction

- 1.1 This purpose of this policy is to outline the processes and legislative areas that shall be followed when the Association has occasion to decant tenants into temporary accommodation. Decants are usually necessary when:
- A property is uninhabitable, e.g. due to fire or flood
  - requires to be undertaken that will create an unsafe environment for the household
  - Products require to be used that would create an unsafe environment for the household
- 1.2 This Decant Policy aims to ensure that an effective service is provided to tenants who are required to vacate their home to allow for required works to be carried out. The Association recognises that such an occurrence can be stressful for tenants. To alleviate this, the Association will ensure that affected tenants are given adequate levels of support and information throughout the process, and will endeavour to carry out the required works as quickly as possible and to a high standard. The health and safety of tenants will be a main factor when decants are being considered.

## 2. Policy Aims & Objectives

- 2.1 The main objectives of the decant policy are as follows:
- To manage decant proceedings in an efficient and customer focussed manner
  - To minimise the period of time that the tenant is absent from the tenancy
  - To minimise lost rent
  - To cause the least possible disturbance to tenants who are required to decant from their home
  - To provide adequate levels of information and support before and during the decant process
  - Where possible, ensure that any temporary accommodation is provided to meet any existing household medical needs
- 2.2 This policy is informed and driven by the Association's Vision and Mission Statement
- 2.3 This policy is aligned to and supported by the Strategic Objectives contained within the Association's Business Plan.

## 3. Legislation & Regulation

- 3.1 This Policy complies with the following legal requirements:

**Scottish Secure Tenancy Agreement** - The Scottish Secure Tenancy Agreement details the Association's right to carry out repairs within its properties and that it will carry out required repairs within a reasonable period of time and where required, make alternative accommodation available.

The Scottish Secure Tenancy Agreement also contains areas detailing tenants' responsibilities in terms of notifying the Association of required repairs, which if

not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

**Housing (Scotland) Act 2001** - The policy adheres to the provisions of the Housing (Scotland) Act 2001. Section 11 (9) of the Act advises that if an Association tenant is moved to another Association property on a temporary basis from their usual house, they will continue to enjoy full tenancy rights in the temporary house.

**Equality Act 2010** - The Equality Act 2010 applies to everyone who provides a service to the public and is based on all persons having the right to be treated with dignity and respect. The Association will ensure that the Equality Act 2010 is adhered to during its service to tenants and other customers. We will ensure that all residents are treated fairly, with support needs being met when required.

### **3.2 Regulation – Scottish Social Housing Charter**

3.2.1 The Social Housing Charter came into effect in April 2012. This sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities.

3.2.2 The Charter outcomes most relevant to decanting of tenants are:

**Outcome 1: Equalities** - every tenant and other customers has their individual need recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

**Outcome 4: Quality of Housing** – tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS), when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard of Social Housing (ESSH) by December 2020.

**Outcome 5: Repairs and Maintenance** – tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when works is done.

**Outcome 13: Value for Money** – tenants, owners and other customers receive services that provide continually improving value for rent and other charges they pay.

## **4. Equalities**

4.1 This policy will be implemented in line with our Equality and Diversity Policy and is subject to an Equality Impact Assessment to assess the likely or actual effects of the policy to our customers in respect of their disability, age, gender, race, religion/belief, sexual orientation or gender identify to ensure equal and fair access for all.

4.2 The Association through the Decant Policy will act to provide services in a manner that encourages equality and complies with all relevant equalities requirements. Tenant's physical, emotional and support needs will be considered in determining an appropriate decant that actively mitigates discrimination, direct or indirect, based on the protected characteristics.

4.3 As with all Association policies and practices, the Association will adhere to Outcome 1 of the Scottish Social Housing Charter (Equalities):

*‘Social Landlords perform in all aspects of their housing services so that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services’*

## 5. Practice and Activities

### 5.1 Decant Considerations

5.1.1 In general, we will decant a tenant to temporary accommodation, where required, if:

- During maintenance works or planned programme renewals, essential facilities are affected within a tenant’s home, such as cold water supply, toilet facilities or electricity and are not likely to be restored by the end of the normal working day
- Maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living
- A tenant is considered to be vulnerable, and unable to cope with the anticipated disruption to daily living
- Where the Association is satisfied that the work would be carried out more efficiently, effectively and safely if the tenant was living elsewhere and removes the tenant and any household members from risk of injury or harm

### 5.2 Decant Decision

5.2.1 The decision to decant a tenant will be determined by the Head of Housing, in conjunction with the Head of Asset Management. Each case will be assessed on its own merit. We will ensure that the tenant is fully involved in discussions and is kept fully updated of the ongoing works.

### 5.3 Occupied Works

5.3.1 Where it is feasible and there are no health and safety issues to household members (or pets), the Association will attend to required works without decanting. This will be subject to a risk assessment by the Head of Asset Management / Senior Property Services Officer. There will be full and ongoing discussion with the tenant during works.

### 5.4 Tenant Reluctance to Decant

5.4.1 There may be occasions where the Association has to insist that the tenant is decanted to other temporary accommodation, even if the tenant does not wish to move, if there is deemed to be a possible risk to the tenant and any other household members by not carrying out identified works. The safety of workforce operatives must also be taken into account, if safe working

practices could be affected by household members and visitors being present in the property.

- 5.4.2 If the tenant does not consent to decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of the tenant and any household members as well as possible harm to neighbours from the risk of not carrying out identified works. The Association is also entitled to protect its assets. Such a course of action would be taken as a last resort measure.

## **5.5 Tenant Reluctance to Leave Decant Property**

- 5.5.1 Decanted tenants will be required to agree to and sign an Occupancy Agreement (Appendix 3), whereupon the tenant confirms that they will return to the permanent address on completion of works.
- 5.5.2 In any situation where the tenant refuses to return to the permanent address, we will seek to resolve this by meeting with the tenant and addressing any concerns that they may have. If all discussions and negotiations fail and the tenant is still unwilling to co-operate, the Association may proceed with legal action to resolve the situation.
- 5.5.3 The Association will only consider a tenant's request to remain in the decant property where the tenant is on our Transfer List and meets the criteria detailed within the Association's Allocation Policy. The tenant will enter into a new Scottish Secure Tenancy Agreement and rent will be charged from the agreed date of entry.

## **5.6 Decant Principles**

- 5.6.1 When making decant arrangements, the following principles will apply:
- The tenant will be made fully aware of the reason(s) for the decant, the expected duration, and when they can expect to return to their original tenancy.
  - Decanted tenants will be aware of their Housing Officer, who will be the first point of contact for any issues, and will be given contact details for out-of-hours emergencies.
  - Where a tenant has made their own arrangements, such as staying with friends and family, this arrangement shall be assessed periodically to ensure that it is still a viable option for the tenant.
  - We will endeavour to offer other suitable accommodation to meet household needs. This will normally be restricted to one suitable offer of temporary accommodation, however, discretion will be shown where required.
  - Where tenants require to be decanted, and they have specific needs related to physical disabilities and there are no suitable properties available in Cadder HA stock, then emergency accessible hotel accommodation shall be sourced. In such cases, if decant is required long term, a needs assessment shall be carried out and suitable

accommodation sought with other RSL's, Glasgow City Council, and Glasgow HSCP, possibly on a lease basis.

- Where appropriate, a support plan shall be provided for tenants identified as vulnerable at risk because of protected characteristics.
- If a tenant is only likely to be decanted temporarily for a short period of time or if it is unlikely that a suitable property will become available and the tenant is unable to stay with family / friends, the Association will offer a temporary decant in the form of bed and breakfast or hotel accommodation.
- In some cases, tenants may prefer to find their own temporary accommodation by staying with family or friends. In such cases the rental charge for their permanent home will be suspended for the decant period. Where the tenant is decanted to another Association property, we will continue to charge the tenant the level of rent due for their main tenancy. If the decant property has a lower rent level, then this lower rent will be charged during the decant period.
- The Association will arrange the areas associated to the decant process and will pay costs and allowances associated with these as outlined in the Policy (Appendix 1).

## **5.7 Items being stored in Tenant's main home:**

5.7.1 Where required works are confined to part of the property, and in conjunction with the tenant, we will consider removing all items from the room(s) requiring treatment and storing these in another unaffected room with a hasp and lock. The tenant will have sole responsibility for keeping of their keys.

## **5.8 Decant and Return Arrangements**

5.8.1 Where required, the Association will arrange and pay for the following:

- Furniture removal and storage
- Disconnecting / reconnecting cooking facilities
- Disconnecting / reconnecting washing machine
- Disconnecting / reconnecting telephone
- Mail redirection
- Flooring uplift and re-fitting (this will not be possible with certain floor types, such as laminate / wood or tiled)
- TV aerial at decant address (where required)
- Provision of basic floor covering at decant address (if necessary)
- Decoration
- Removal / refitting of window coverings (temporary curtains will be provided if required)

The Association will take meter readings at both the permanent and decant properties (leaving / entering). These will be provided to the tenant if required.

Costs may be rechargeable to the tenant if the need to decant arose due to a wilful act by the tenant or a member of the household. The Association may also take legal action against the tenant, which could result in the tenant being evicted from the permanent tenancy, without recourse to continue occupying the decant property.

The Association will not install any gas or electrical appliances which are found to be unsafe. The tenant will be advised of this.

All works will be carried out by reputable contractors.

- 5.8.2 A thorough health and safety check will be carried out on the property to ensure it is fit for habitation. Snagging issues will be reported to the tenant along with a clear plan of action and timelines for resolution

## **5.9 Voids**

- 5.9.1 To mitigate against the risk of flooding to void and occupied properties, the Association will drain down void properties during the winter season. This action will be based on temperature levels. Where required, we will also drain down properties where tenants have been decanted from.

## **6. Temporary Accommodation Options**

- 6.1 Association will seek to minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what properties are available at that time, although decanting in non-emergency situations can be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:

- Emergency accommodation provided by the local authority
- Staying with relatives or friends
- Association properties
- Hotel accommodation (this option is not normally available where decant is required as a result of tenant's actions or omissions)

### **6.2 Council Emergency Accommodation**

- 6.2.1 The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing and this includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.
- 6.2.2 As a result, the local authority (Glasgow City Council) must offer temporary accommodation to Association tenants and their families who are unable to remain in their homes as a result of an emergency.
- 5.2.3 The emergency nature of this accommodation means that it may only be used for short periods. This will normally be provided to allow for repairs to be completed.

## 6.3 Association Properties and Hotel Accommodation

- 6.3.1 Where the tenant is unable to stay with family or friends and the required work can be carried out within a relatively short time period, the Association will seek to obtain hotel / bed & breakfast type accommodation. The standard of accommodation provided will be set against “Travelodge / Premier Inn” standards.
- 6.3.2 Where any required works are estimated to be long-term in their completion, the Association will aim to decant tenants to an available Association property.

## 7. Housing Benefit, Universal Credit & Council Tax

- 7.1 The Association shall make available the Welfare Rights Service for any tenant who is in a situation requiring a decant.
- 7.2 The Association will endeavor to decant tenants into a similar size of property to their permanent home or other required size. Tenants who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet the rental obligations and Council Tax charges during the period of decant.
- 7.3 Housing Benefit stops on the tenant’s permanent address and will be paid for the decanted address. Housing Benefit it is paid at whatever rent charge is less. Therefore, if the decant property had a rent charge more than the permanent address, it would be paid at the rate of the permanent address. If the decant property was less than the permanent address it would be paid at this amount.
- 7.4 If a tenant is in receipt of Universal Credit (housing element), the tenant should notify the Department of Work & Pensions (DWP) of any decant situation. Where required, the Association will provide confirmation to the DWP.
- 7.5 The tenant should meet their normal full liability for rent and Council Tax, net of any benefits to which they are entitled. The Association will meet the difference between their normal full liability and the costs incurred.
- 7.6 The Council Tax charge will be stopped at the tenant’s permanent address and they will be liable for the charge at the new decanted address. However, the tenant can apply (and will be assisted by the Association to do so) for an exemption at the permanent home for a period of 6 months. Council Tax is different from Housing Benefit as the tenant is liable for the address they are living at. Council tax benefit will be paid based on the decanted address.

## 8. Insurance

### 8.1 Association Insurance

- 8.1.1 Where the need for repair arises as a result of an insured event, the Association will submit a claim to recover the costs from its insurance broker.

Records, photographs and receipts should be retained to substantiate any claim in events such as:

- Flood
- Fire
- Storm damage
- Dampness
- Impact by motor vehicle

The Association will seek to claim lost rental monies, removal costs, accommodation, work costs and any storage costs.

8.1.2 The Association's insurance provision will not be available to loss or damage to tenants' belongings unless the Association was responsible for this through accident or neglect.

## **8.2 Tenant Home Contents Insurance**

8.2.1 The Association promotes house content insurance to all tenants (available to owners also). This is currently provided by Thistle Tenant Risk Insurance, which is available to all Scottish social housing tenants.

8.2.2 The Association includes a policy schedule and application form in all new tenant sign-up packs and promotes the scheme on its website and from time to time in its newsletter.

8.2.3 Tenants wishing to obtain insurance cover are not obliged to purchase this from Thistle Tenant Risk Insurance and can seek suitable cover from any other company. It is important that tenants obtain even minimal insurance cover as the Association will not be responsible for damage to tenants' belongings, which may be affected by an event, such as fire and flood.

8.2.4 Where tenants have existing home contents insurance, they should notify their provider of items to be claimed and of any decant arrangement, as the insurance provider normally requires such notification if the permanent address will not be occupied for a period of time.

## **9. Tenant Liaison**

9.1 The Association recognises that temporary removal may be a stressful and potentially difficult experience for tenants. We aim to minimise tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant.

9.2 The tenant should remove any items of high or sentimental value from the property during the period of work.

9.3 The tenant will receive frequent updates from their Housing Officer or another member of staff if appropriate.

9.4 Where tenants are unhappy with any service provided by the Association, such matters will be dealt with in accordance with the Association's Complaints Policy.

## 10. Allowances

- 10.1 Details of allowances and costs to be borne by the Association are attached as Appendix 2.

## 11. Budget

- 11.1 The Association is seldom required to decant tenants. However, this area will be factored into future budget considerations.
- 11.2 Generally, tenants should not bear the cost of decanting and the Association will pay all reasonable expenses incurred (except where tenant's actions or omissions have made the decant necessary).

## 12. Complaints

- 12.1 Anyone who feels aggrieved by the service they have received from staff in carrying out their responsibilities in relation to this policy and its associated procedures can make a formal complaint to the Association.

## 13. Policy Review and Consultation

- 13.1 This Policy will be reviewed in March 2028, or earlier to take account of legislative or regulatory changes.
- 13.2 Statutory provisions in the Housing (Scotland) Act 2001 require that landlords take tenant's views into account when formulating key service delivery policies.
- 13.3 Feedback will be invited from tenants when the policy review is due in relation to how well they feel the proposals address the needs of the community, and whether there are any amendments they would like to see.



## Appendix 1 – Costs and Allowances

### 1 Decant and Return Arrangements

Where required, the Association will arrange and pay for the following:

- Furniture removal and storage
- Disconnecting / reconnecting cooking facilities
- Disconnecting / reconnecting washing machine
- Disconnecting / reconnecting telephone
- Mail redirection
- Flooring uplift and re-fitting (this will not be possible with certain floor types, such as laminate / wood or tiled)
- TV aerial at decant address (where required)
- Provision of basic floor covering at decant address (if necessary)
- Decoration
- Removal / refitting of window coverings (temporary curtains will be provided if required)

The Association will take meter readings at both the permanent and decant properties (leaving / entering). These will be provided to the tenant if required.

Costs may be rechargeable to the tenant if the need to decant arose due to a wilful act by the tenant or a member of the household. The Association may also take legal action against the tenant, which could result in the tenant being evicted from the permanent tenancy, without recourse to continue occupying the decant property.

The Association will not install any gas or electrical appliances which are found to be unsafe. The tenant will be advised of this.

All works will be carried out by reputable contractors.

## **2 Subsistence Allowance (for tenants placed in Hotel / B & B accommodation)**

Where tenants are accommodated in Hotel or Bed & Breakfast accommodation, meals shall be booked for the tenant and their household. If this is not possible, a subsistence allowance will be paid for each member of the household as follows (preferred method for this is via bank transfer):

Maximum Allowance per adult (over 16):	£20 per day
Maximum Allowance per child (under 16):	£10 per day

The Association appreciates that there may be additional costs for tenants if in hotel or B & B accommodation, and a maximum of £25 per week will be paid for each person where there are additional travel costs etc.

## **3 Redecoration**

Where redecoration is required, an allowance will be paid that reflects the disturbance caused to the tenant's decoration. Allowances awarded will be based on room size and type.

Maximum redecoration allowance for Living Room:	£125.00
Maximum redecoration allowance for Kitchen:	£125.00
Maximum redecoration allowance for Bathroom:	£100.00
Maximum redecoration allowance for Hall:	£125.00
Maximum redecoration allowance for Bedroom (each):	£100.00

Where decoration has been significantly affected after the Association has carried out the works, the Association may decide to carry out the decoration works, including offering a choice of colour being offered to the tenant.

## **4 Flooring Replacement Allowance**

Replacement Allowances for carpets and/or other flooring paid will be at the discretion of the Head of Housing or Head of Asset Management and will depend on the current condition of the items.

Where the tenant has installed laminate flooring or ceramic floor tiles, or any flooring which is glued in place, even if they have the necessary permissions for such floor coverings, the tenant will be required to remove these prior to works being undertaken. In exceptional circumstances, the Association may arrange for these floor coverings to be removed.

Where the Association has lifted and relayed carpets, no allowance will be paid.

Maximum flooring replacement allowance (per room):	£75.00 per room
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## **5 Tenants making their own accommodation arrangements**

If a tenant makes their own arrangements for accommodation during the decant period, they will be awarded a one-time disturbance allowance of £180.00.

Tenants will also qualify for the daily subsistence allowance per adult / child as per Section 2 if they have no kitchen or laundry facilities.



## Appendix 2 – Occupancy Agreement for Decant Property

This agreement is between Cadder Housing Association (“the Association”) and:

..... (Occupant(s)),  
residing at (permanent address):

.....  
.....

(hereinafter known as “the Tenancy”).

This agreement is not a Scottish Secure Tenancy Agreement in terms of Section 11 of the Housing (Scotland) Act 2001. The Association and the Occupant, in entering into this Agreement, acknowledge that nothing contained in the Agreement is to be construed as conferring on the Occupant, the rights of a tenant.

This agreement grants temporary occupation of the property at:

.....  
.....

(hereinafter referred to as “the Property”) from ..... (hereinafter referred to as “date of entry”) pending repairs being carried out in the Tenancy.

The accommodation is provided only for such a period as the Occupant requires whilst repairs are being carried out to the Tenancy.

The Occupant shall remain the Scottish Secure Tenant of the Tenancy whilst in occupation of the Property. During the period of occupation, the Occupant shall occupy the Property under the same terms as the aforesaid Tenancy Agreement. The occupant hereby agrees that their rights and obligations in terms of the aforesaid Tenancy Agreement as annexed hereto shall apply to their occupation of the Property.

This Agreement shall be ended either by:

1. The Association giving the Occupant notice in writing that the repairs to the Tenancy are complete. The Occupier shall be given at least three days notice to vacate the Property and return to the Tenancy; or
2. The termination of the aforesaid Scottish Secure Tenancy Agreement between the Association and the Occupant.

### Signatures

The Occupant(s): .....

Signed for Landlord: .....

Signed for Landlord Name: .....

Witness Name: .....

Witness Signature: .....

Date: .....