

# Decant Policy

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## 1. Introduction

- 1.1 This policy outlines A2Dominion's approach to decanting customers, including information on compensation and other reimbursements. This policy refers to two types of decant:
- **Permanent decant:** you are moved out of your home and there is no intention to return at a later date. This usually happens when a home needs major work or may be demolished.
  - **Temporary decant:** you are moved out of your home because it needs significant work carried out *and* the intention is to return at the earliest opportunity. This move can be planned or can happen immediately as an emergency due to extreme circumstances such as fire or flood.
- 1.2 Residents who are forced to move may have a legal right to compensation under the Land Compensation Act 1973, for the loss of their home (home loss) and the costs of moving (disturbance).
- 1.3 This policy applies to the following types of homes:
- General needs (including social rent and affordable rent)
  - Specialist housing
  - Private rent
  - Temporary accommodation
  - Intermediate rent
  - Key worker and student
- 1.4 This policy will also be applied to leasehold and homeowners (or any customer who is not a direct tenant of A2Dominion) where considered appropriate and proportionate by our senior management team.



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## 2. Policy aims and objectives

- 2.1 This policy aims to manage decants efficiently, causing the least possible disturbance to customers who we have agreed to decant either temporarily or permanently.
- 2.2 The objectives of this policy are to:
- Share the level of assistance residents can expect when moving and arranging any move.
  - Share the level of financial compensation customers can expect.
  - Share what circumstances may lead to a decant.

## 3. Definitions

- 3.1 **Decant property:** a home temporarily occupied by a customer (on a licence agreement) while improvements or major repairs are carried out to their normal home that they are unable to occupy.
- 3.2 **Principal home:** your main or only home that you normally live in.
- 3.3 **Home loss payment:** statutory payments to cover reasonable expenses of moving home (permanent decants only).
- 3.4 **Lettings panel:** a group that aims to allocate A2Dominion's rented housing in a fair, transparent and non-discriminatory way.
- 3.5 **Bandings:** bands describe how properties are allocated based on need, Band A reflecting the highest priority.
- 3.6 **Licence agreement:** a contract that allows a person to live in a property without acquiring the rights of a tenant. These are used when a customer expects to only live in their home for a short period of time.

## 4. When a decant may happen

- 4.1 A customer may have to move out of their home in situations where:
- It is unsafe to live in the property.
  - We need to carry out work that could cause harm to people living in the home. For example, work using chemicals, or large-scale asbestos removal.
  - A decision has been made to dispose of the property (e.g., an Asset Management Panel decision).
  - The property occupied is part of a redevelopment programme (e.g., a regeneration project).
  - Major works must be carried out (e.g., rising damp or structural issues) and the works cannot start with the customer living in the home.

- 4.2 We try to provide the most suitable accommodation to meet customer needs (location and type of home) as soon as we can. However our options will be limited by what suitable homes are available. Because of this, in some cases, customers may need to move to areas that are further away or be decanted to homes that are not the most suitable for them. Our priority is to give customers a safe home when it is needed.
- 4.3 We may also encourage customers to approach their local authority to seek help and to declare themselves homeless. We will offer advice or support to our customers in these circumstances.
- 4.4 In applying this policy, we will take into account the needs of customers who are vulnerable, at risk or have particular needs. Our prioritisation policy helps us to think about and assess needs and prioritise action to meet these needs. There is no standard action or timeframe as all circumstances are different and we will adapt our approach to meet the needs of our customers and situations.

## **5. Emergency decants**

- 5.1 A2Dominion will, at the earliest opportunity, let customers know that they are required to move and the reasons why.
- 5.2 In an emergency we will aim to move customers out of their property within 24 hours. However, this may need to happen immediately for health and safety reasons.
- 5.3 If customers are unable to stay with family or friends, we will provide advice and support to find other housing options such as a void A2Dominion property or, very rarely, a hotel.
- 5.4 Where a customer agrees to stay with family and friends for the duration of the decant, A2Dominion will reimburse reasonable costs.
- 5.5 Customers are responsible for rental payments and council tax on their principal home and all other obligations under their tenancy agreement whilst works are in progress. Rent on the decant property will not be charged to customers.

## **6. Planned temporary decants**

- 6.1 A2Dominion will provide reasonable options for alternative accommodation based on the availability of suitable homes.
- 6.2 If these are refused, A2Dominion may take legal action to help the move or recover possession of the property.
- 6.3 Customers will retain their tenancy on their principal home and can expect to return once works have been completed.

- 6.4 Customers are responsible for rental payments and council tax on their principal home and all other obligations under their tenancy agreement whilst works are in progress. Rent on the decant property will not be charged to customers.
- 6.5 However, if the temporary property's rent is lower rent than the principal home (due to the decant property being smaller than the principal home) A2Dominion may, at its absolute discretion, refund the difference as a credit to the customer's rent account for their principal home.
- 6.6 Customers may visit their principal home whilst in temporary accommodation with A2Dominion's permission. They will need to make an appointment as the home may be unsafe while works are being carried out.
- 6.7 The resident will be responsible for paying all utility bills (gas/electricity/water) on the temporary property.
- 6.8 In most cases we have adequate time to manage these decants, and we will consult and engage with customers throughout the process, to give people as much notice as possible.

## 7. Permanent decants

- 7.1 Customers who are required to move due to disposal or redevelopment will not have the legal right to return to their home.
- 7.2 A2Dominion will, at the earliest opportunity, let customers know in writing that they are required to move. We will clearly set out the reasons, the process and entitlement to support and compensation.
- 7.3 A2Dominion will offer to discuss rehousing options including:
- Alternative A2Dominion property where available
  - Homes available with other social housing landlords
  - Private rented housing
  - Purchasing a property
- 7.4 Depending on the household's circumstances and available properties, A2Dominion may offer alternative accommodation, see below. Otherwise, the customer will be required to present as homeless to access the local authority's allocation scheme.
- 7.5 Once a customer has accepted an offer of permanent alternative accommodation, A2Dominion will discuss with them what help they need to move.
- 7.6 A2Dominion will pay a one-off home loss payment plus a payment towards the cost of removals or other expenses. Please refer to A2Dominion's compensation policy. See Reimbursement section.

## 8. Offers of alternative accommodation

- 8.1 Where A2Dominion provides alternative accommodation, we will use all available resources including (but not limited to) our own housing stock, hotels, bed and breakfasts, guest houses, caravans, flats, maisonettes, and bedsits.
- 8.2 This decision will consider reasonable costs on market levels and quotes, obtained from approved suppliers, for the length of time the work will take.
- 8.3 Where A2Dominion sources accommodation from outside of its stock (with the exception of hotels), we will view the property with the resident to ensure it meets our void standard.
- 8.4 A2Dominion will make up to two reasonable offers of alternative accommodation. If these are refused, we may take legal action to facilitate the move or recover possession of the property.

Action	What to expect
Emergency decant: move customers out of their property.	We aim to make an offer within 24 hours.
Planned decant: final confirmation of when you will need to move to your decant home.	A minimum 5 working days before we need you to move. (although we will work with customers to give as much notice as possible)
Offer of alternative accommodation	Two offers
Moving back to your principal home.	We will call you within 5 working days of the work being completed to arrange a date to inspect the work on your home and agree arrangements to move back.

## 9. Reimbursement

- 9.1 Home loss payments will only be paid for permanent decants who meet the criteria detailed in the Land Compensation Act 1973.
- 9.2 Any payments made under home loss or payments made at the discretion of A2Dominion will be offset wholly or partially against any debt that is owed by the customer to A2Dominion.
- 9.3 Where a customer agrees to stay with family and friends for the duration of the decant, A2Dominion will pay £500 per week as reasonable costs.
- 9.4 A2Dominion will reimburse reasonable costs incurred including:
- Moving the resident's items to temporary property.
  - Temporary storage of possessions (where they cannot be moved to the temporary accommodation provided).
  - Temporary redirection of mail.

- Disconnection and reconnection of domestic appliances such as telephone, TV aerial, dishwasher, washing machine.
- Curtains and curtain rails at the temporary address where the tenant's curtains do not fit.
- Reasonable extra travel costs (more than the normal cost from the residents' main and principal home) relating to work or education while living at the temporary accommodation.
- Fitting of suitable flooring to the temporary property.
- Decoration costs for any damage caused to the resident's principal home during works completed by A2Dominion.
- Utility bills (gas /electricity/ water/ wi-fi) used at the principal home while works are being completed.
- Council tax bill for the temporary property provided.
- Food allowance (in line with our Compensation policy) for decants to a hotel or bed and breakfast accommodation.
- Reasonable costs of laundry for those who have been housed temporarily in hotel accommodation.
- Other costs seen as reasonable at A2Dominion's discretion.

9.5 A2Dominion may arrange and pay for any costs directly. However, where this is not possible and the customer has been asked to cover the costs, these will be reimbursed on the production of suitable receipts.

## 10. Temporary to permanent accommodation - exceptional circumstances

10.1 At A2Dominion's discretion, an offer to make temporary accommodation permanent may be made where:

- The customer has requested the move becomes permanent.
- They have been living in the temporary decant for over a year.
- The home is owned by A2Dominion.
- Both homes are the same type of home as per our business streams.

10.2 This offer should be for a like for like property and should be approved either by the Head of Lettings or Head of Housing. However, in exceptional cases it can be referred to the Lettings Panel to decide if a different sized home can be offered.

10.3 At A2Dominion's discretion, residents who have been moved into a home that is not owned by A2Dominion and have lived there for over one year may have their banding increased to Band A. This will allow the resident to bid for alternative permanent accommodation.

- This banding will remain in place for the duration of the decant and will be removed once the remediation work is completed and the resident is expected to move back into their main and principal home.
- The offer will be for a like for like property, however, in exceptional cases it can be referred to the Lettings Panel to decide if a different sized property can be offered.

## 11. Buildings with simultaneous evacuation

11.1 A2Dominion will consider an offer of temporary decant in buildings with a simultaneous evacuation plan. This is where a Person-Centred Risk Assessment identifies that a customer will not be able to evacuate in a fire situation. This will be offered until the building returns to a stay put fire policy.

## 12. Exceptions to the decant policy

12.1 This policy does not apply, unless at A2Dominion's discretion, if a decant is necessary due to the actions, neglect, or other breach of tenancy by the resident, a member of their household or a visitor to the property. In these circumstances A2Dominion may decide to take legal action including permanent possession of the property.

- Any decision to decant the customer in such situations will not affect A2Dominion's legal rights against the customer in relation to their breach/action/neglect.

12.2 If the customer fails to make rental payments on their principal home or breaches their principal home tenancy in another way, A2Dominion may take legal action to terminate the tenancy and recover possession of the principal home. This may happen even while the resident is in the temporary decant property.

- In such circumstances the licence of the temporary decant property will also be terminated and A2Dominion will no longer be obliged, (if it ever was) or agree to provide the customer with further or alternative temporary accommodation.

12.3 Customers are also responsible for obligations under their licence agreement in the temporary decant whilst works are in progress. If the customer breaches any decant licence (or the terms of occupation of the temporary accommodation), A2Dominion will terminate that licence/occupation agreement and will not be obliged, (if it ever was) or agree to provide the resident with further or alternative temporary accommodation.

12.4 Customers can contact A2Dominion about their decant at any time by calling our customer care line on 0800 432 0077.

## 13. Consultation

- 13.1 This policy has been written in consultation with A2Dominion's Legal and Neighbourhoods team.
- 13.2 We have shared this policy for scrutiny and consultation with A2Dominion customers via our resident scrutiny panel.

## 14. Equality, diversity & inclusion statement

- 14.1 A2Dominion Group, colleagues, partners, stakeholders and contractors are committed to providing services, which are relevant and appropriate to the needs of people. We will treat others fairly and without discrimination.
- 14.2 We will ensure that all our services relating to this policy are accessible and available for all customers as set out in the requirements of the Equality Act 2010.
- 14.3 An equality impact assessment has been carried out for this policy which highlighted the fact that customers who are older or who have disabilities may need properties particularly suited to their needs.

## 15. Data protection statement

- 15.1 The protection of personal data is of great importance to A2Dominion Group and more than just a legal obligation.
- 15.2 A2Dominion Group and its affiliated organisations are registered as data controllers with the ICO. The registration numbers are as follows:
  - A2Dominion Housing Group Limited: Z4843307
  - A2Dominion Homes Limited: Z9799978
  - A2Dominion South Limited: Z7835340
  - A2Dominion Housing Options Limited: Z5412073
  - A2Dominion Residential Limited: Z3391351
  - A2Dominion Developments Limited: ZA103931
  - Pyramid Plus London LLP: Z3594227
  - Pyramid Plus South LLP: Z3594230
- 15.3 Our data protection policy and procedures are governed by the Data Protection Act 2018. We collect and process personal information in order to provide housing services and meet our contractual and legal obligations. All persons authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.
- 15.4 For information on how we collect, store, process and use customers' personal data, please visit our website on <https://www.a2dominiongroup.co.uk/privacy-and-cookie-policy>.



- 15.5 For employee related privacy statement, please contact our HR team at [hrenquiries@a2dominion.co.uk](mailto:hrenquiries@a2dominion.co.uk).
- 15.6 You can also contact the Data Protection Officer / Data Compliance team at [governance@a2dominion.co.uk](mailto:governance@a2dominion.co.uk)

## **16. Associated documents**

- Decant procedure
- Compensation policy
- Complaints policy
- Prioritisation policy