

**Decant Policy**

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# 1. Introduction

* 1. The aim of the Policy is to ensure that we have a transparent process for identifying, documenting and handling a required move for our customers from their home in order to permit repair, an improvement or an adaption to be completed that has been determined.
	2. It will be done in accordance with Tenancy Agreement’s legal clauses and contractual requirements. In addition, this policy will also specify decant support as part of a schedule of planned repair tasks that is required for the customer’s permanent home.

# 2. Policy Statement

2.1 Govan Housing Association may occasionally be compelled to handle Decants of certain customer or customer groups. They are typically carried out when a property requires extensive repairs or major works, renovation, modernisation, and it is neither practicable nor suitable for the customer or their family to remain in the property while the work is being completed.

2.2 In all cases Govan Housing Association will work with customers throughout the Decant process to ensure that the disruption to their lives is kept to a minimum.

2.3 Any contributions, including those made at the Association's discretion, may be fully or partially applied against any debts owed to the Association.

2.4 If the Association is carrying our any particular projects of remodelling properties consulted with our customers and agreed by our Management Committee. The Association will ensure existing customers can return or remain in the locality. However, this may not always be possible particularly when a project is being remodelled with fewer properties than originally. If this is the case the Association will work with customers to provide options for rehousing.

# 3. Definitions

3.1 **Decanting**

* This is a legal definition used to explain the process where customers are required to move from their homes for repair work or demolition to be undertaken.

3.2 **Permanent Decant**

* This is for circumstances when a customer is moved out of their property and there is no intention to return them to it. These circumstances would be required to be authorised by a Customer Service Manager.

3.3 **Temporary Decant**

* This is when a resident is moved out of their property, to enable any major work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity to do so.

# 4. Aims & Objectives

4.1 A crucial piece of the Association’s documentation is this policy and its overarching objectives are to;

* Efficiently and with interest of the customer in mind, manage Decant proceedings, providing clear guidance on the process.
* Make sure that any Decants are handled in accordance with the Tenancy Agreement's legal requirements and contractual terms.
* Ensure the procedure is managed well and to cause the least amount of interruption possible to the household being Decanted.
* Offer a Decant property that, to the extent possible, satisfies the demands of the current household and its medical requirements if required.
* Minimise the period of time for which a customer is decanted from their home, returning them as soon as practically possible.
* Provide the Association with the best value possible while avoiding burdening the tenant with irrational or needless costs or inconveniences.
* Maximise customer satisfaction with the process of Decant and return to their home.
* For the purpose of ensuring that any Decants are handled in compliance with our Equality and Diversity policy.
* Minimise Decanting cost to the Association where possible.
* Fairness in the calculation of amount due to customers if not determined by statute, using a fair and consistent basis for the assessment of the loss or cost incurred.
* Make reasonable payments to customers who are being compelled to move.
* Providing assistance to customers who are required to move and managing arranging the move in a responsible manner.
* Prompt payment of compensation to customers with the cost for any removal service to the Decant Accommodation.
* In situations where there is clear evidence of financial hardship caused by the move interim payments may be considered.

# 5. Legal and Regulatory Compliance

5.1 This policy will seek to comply to meet our Legal Obligations and best practice guidance set out in the following Legislation;

* The Housing (Scotland( Action 1987, 2001 & 2010;
* The General Data Protection Act 2018
* Equality Action 2010
* Scottish Secure Tenancy Agreement, Short Scottish Secure Tenancy Agreement and Occupancy Agreement

5.2 In addition, we will meet the following outcome of the regulatory standards;

* **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 (EESSH) 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, owner and other customers receive services that provide continually improving value for rent and other charges they pay. The Scottish Housing Regulator is responsible for monitoring, reporting and assessing how well social landlords are achieving the Charter’s outcomes and standards”.
* **Regulatory Standard 1** – “The governing body leads and directs the RSL to achieve good outcomes for its tenant’s and other service users”.
* **Regulatory Standard 2** – “The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders, and its primary focus is the sustainable achievement of these objectives”.

# 6. Decant Framework

6.1 The Housing Scotland Act (Scotland) 1987 (as amended) sets our categories of homeless persons who must be considered as having a priority need for housing and this include 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 As a result, Govan Housing Association and their families who are unable to stay in their houses due to an emergency must be provided with temporary housing by the local authority (Glasgow City Council). This obviously won't apply in cases when a Decant is required due to planned maintenance or repair.

6.3 The type of the property that is available and the duration of the period of decant will determine the issues to be addressed during decant at both the original and the decant address. Where the Association’s own accommodation is to be used, the property should be to lettable standard before use.

6.4 While the Association would prefer that customers are decanted to an Association property while repair work is completed, if such a space is not available and the work cannot be postponed until it is, the Association will make hotel accommodations for the time period available or until adequate alternative accommodation is sought within the Associations properties.

6.5 The availability of decant accommodation and choices that we can offer to customers will depend on what is available at the time, although decanting in non-emergency situations may be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for our customers are;

* Emergency accommodation provided with the local authority for emergency situations;
* Staying with relatives or friends
* Association properties
* Properties provided by other local RSL’s if agreed
* Hotel accommodation (this option is not available where decant is required as a result of customer’s actions)

6.6 The type of lodging offered to our customers will be of the "Travelodge" budget hotel variety and the Association will make attempts to make this a locally near the customers own home where possible.

6.7 Accommodation will be allocated according to the customer’s needs which will be assessed by the following;

* Apartment size according to confirmed family complement;
* Location for specific reasons, such as work or school;
* Customers stated preference;

6.8 The following extra fees may be given if a customer who is staying in a hotel or other place of lodging without a kitchen or laundry facilities. This allowance will be as follows;

**£15 pounds per day per adult (per day)**

**£10 pounds per day per child under 16 (per day)**

6.9 The Association will consider decanting a customer to temporary accommodation for the following situations;

* Any planned works or programme’s that would deem a property uninhabitable, in general terms all planned works would include the tenant remaining in the property.
* The customers continued occupancy of the property raises health and safety concerns or where our customers can experience health issues as a result of the nature of any works.
* Individual circumstances or context of the customer and their requirements, i.e. care provision in place, capacity to understand the health and safety risks.
* We are confident that moving our customer elsewhere would improve the efficiency, effectiveness, and safety of eliminating any danger of harm or injury to our customers or any other members of the household.

6.10 The customer will be required to sign an occupancy agreement for the decanted property as part of the decant procedure, guaranteeing that they will resume their tenancy after the repair is completed.

6.11 The rent for the permanent tenancy will continue to be charged rental cost regardless of the rental rate at the decant property. The Association as part of our procedure will file an insurance claim to recover the missed rent at the temporary, decant address.

6.12 The Association will notify Glasgow City Council, Council Tax Department, that the customer is occupying the decant address and notify the customer that they are responsible for paying the council tax at the decant address.

6.13 If the customers on housing benefit will continue to be paid for their permanent tenancy. We will notify Housing Benefits of the change of address and advice that it is only a temporary decant address. Customers on Universal Credit will continue to receive their rent element as normal for their permanent tenancy.

6.14 If a customer refuses to be decanted where it has been identified that the property requires extensive repair work and it would be a health & safety risk for the customer to remain in the property.

We would work with the customer, their family and any other agencies to understand the issue and mitigate these were possible. However, if this fails we will take legal action to secure temporary possession of the property.

6.15 Any damage caused by a customer at the decanted property identified at our inspection of leaving the property to return to their main property, we will refer to the Associations Recharge Policy.

# 7 Accommodation Support Criteria

7.1 We understand that customers may find the being decanted to be stressful and we will apply our policy with the intention to cause the least distress as possible to the customer. By giving the customer thorough information prior to, during, and after the decant procedure, we hope to minimise this process as follows;

* Provide our customers with our decant information pack that sets outs clear information on our process and procedures.
* Provide clear information on the repair work required and timescale, updating the customer throughout the process.
* Provide timescale on discussion with contractors on completions of repairs with customer, the RSL will assertively manage the contractor against the timescales provided.
* Provide confirmation of supports and services if required that the Association will put in place.
* Discuss the decoration standard that will be completed and what will be included; depending on the cause of the decant some of this cost would be recovered by Tenants Contents Insurance.
* Replicate the care provision or adaptations that are within their permanent property to the decant accommodation.
* Explain and confirm the costs and liability for costs throughout the decant.

7.2 When a customer is being transferred to one of our own properties, we will take the following steps to support the customer and attempt to minimise disruptions where possible;

* If the customer receives support services e.g. emergency alarm, care services or meals on wheels, we will liaise with the appropriate service to be transferred to the decant property on a temporary basis;
* Arrange furniture removal with a company that provides insurance for any accidental damage cost while carrying out the removal.
* Give consideration to floor coverings and blinds throughout the property if required;
* Provide Glasgow City Council with notification of Council Tax change of address;
* To provide electrical appliance disconnection/reconnection, i.e. cooker, washing machine;
* Reimburse the customer for mail redirection cost;
* Refer the customer to the Energy Fuel Service or alternative service provider to assist with setting up their new utility supply;
* Reimburse the customer for any TV and internet cost associated with the decant move;

# 8. Remaining in Decant Property

8.1 Govan Housing Association will consider a request to remain in the decant property under the following circumstances;

* If the customer qualifies for the transfer eligibility criteria as detailed in the Allocation Policy.
* If it is deemed by the Customer Service Manager to be equivalent in type and demand as the customs permanent home and has provided exceptional circumstances.
* If it is deemed by the Customer Service Manager that there is exceptionally reasons that the customer should be permitted to remain in the decant property, the Customer Service Manager will determine whether to grant such permanent move with supporting evidence.
* Where the Customer makes a request to remain in their temporary decant accommodation after moving and the original property is suitable for re-letting once the major repair works have been complete.
* Where any Customer has not already been pre-allocated the property to another customer or applicant who has received a formal offer for the property or who cannot be allocated another property that equally suits their needs.

8.2 Any customer who has been given permission to remain in their decant accommodation permanently will enter into a new Scottish Secure Tenancy Agreement for this home.

# 9 Customer Refusing To Leave Decant Property

9.1 In the event that the customer refuses to vacate the decanted property, we will endeavour to work out a solution through negotiation to satisfy any concerns they may have.

9.2 If a customer is refusing to return to their main property after all repair work has been completed the Association will have no other alternative than to serve a Notice of Proceedings for Recovery of Possession on the (Ground 10 of Schedule 2 part 1 of the Housing (Scotland) Act 2001 with reference to Section 16(6) of the Act) if the tenant persists in refusing to vacate.

9.3 Our customer must go back into their original property as soon as they are able to do so because they have no legal right to remain in a temporary decant house (Housing (Scotland) Act 2001 Section 16). (6b).

# 10 Policy Implementation

10.1 Our decant processes shall be followed in the implementation of this policy. The staff will be thoroughly knowledgeable, and have assigned responsibilities and tasks with allocated resources to implement the policy and procedure in all aspects in a fair and equal manner.

# 11 Equalities and Diversity

11.1 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.

11.2 Our policy is to ensure fair and open access to our housing and to be responsive to people’s individual support needs. We will therefore ensure that appropriate selection and assessment criteria are used by the temporary allocation of any Decant property.

11.3 We undertake to ensure that equal access to appropriate property types and locations across the range of our stock.

# 12. Monitoring and Reporting

12.1 The Association will use appeals, complaints, comments or suggestions from users of this policy to monitor its effectiveness. These will also be used to prompt a review of the policy where necessary.

# 13. Complaints Handling

13.1 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 an informal or formal complaint to the Association.

13.2 All complaints will be fully investigated in accordance with the Association’s Complaints Procedure. A written guide on the complaints process is readily available to customers on request and is on display in the reception area of the office.

13.3 Any tenant making a complaint will be advised of their right to complain to the Scottish Public Services Ombudsman.

# 14. Review and Audit

14.1 This Policy will be approved by the Management Committee. It will reviewed every 3 years unless amendment is prompted by a change in legislation, or monitoring and reporting reveals that a change in Policy is dictated sooner.

14.2 We will maintain a clear audit trail showing that we have examined all other available options in deciding the most appropriate Decant arrangements.