



Plymouth Community Homes Decant Policy

Our approach to Decants

We aim to ensure that everyone has a good quality home.

Sometimes we may need to decant (move) tenant/s to another property so we can conduct repairs which cannot be completed with tenant/s staying in their home.

We know that decants can be disruptive and difficult for tenant/s so we will ensure that:

- We will talk to our tenant/s about why a decant is necessary
- We will provide our tenant/s with clear information about their options and choices
- We will keep them informed throughout the decant process
- We understand our tenant/s needs and wishes when considering alternative accommodation options
- We will support and assist our tenant/s throughout the duration of the decant
- We will comply with the Land Compensation Act 1973 when making home loss and disturbance payments for permanent decants.

What you can expect from our service

- We will conduct an assessment – we call this our decant assessment - with our tenant/s before any move, to identify their housing needs and any support they may require
- We will make disturbance contributions and/or payments to our tenant/s if they are eligible
- We will make home-loss payments to our tenant/s if they are eligible

What will happen if we need to support you to decant from your home

Consultation

The decision about when it is necessary or appropriate to decant someone will be made by our repairs team, but we will ensure that we consult with

- The tenant/s whose home this affected
- Any other relevant parties, such as the tenant's support services
- The tenancy management team

Decant Liaison

Once PCH have established the need to decant, the Housing Officer will be responsible for managing the decant process, liaising with the tenant/s and providing any support and assistance required through the decant duration.

Offers and Refusals

PCH will offer tenant/s properties, which we consider meet their requirements following the 'decant assessment'.

In ascertaining the most appropriate means of decanting tenant/ss PCH will consider the impact, stress and disruption to our tenant/s; the tenant's individual circumstances and preferences; the total cost to PCH and the urgency of the situation.

Whilst it may not be possible that all the requirements and preferences are met when providing alternative accommodation, we will endeavour to find a suitable property that meets all the essential requirements, such as size and accessibility. Tenants may view any property offered to them so they can make an informed decision.

If the tenant does not move when asked, as a last resort PCH may take enforcement action to compel the tenant to move. Where enforcement action is taken the tenant may be liable for any costs incurred.

There may be circumstances where a decant is not necessary or appropriate, but the tenant/s disagrees with this decision and does wish to decant. In these circumstances, the tenant/s may wish to appeal against the decision. Any appeal must be received by PCH within 14 days of the decision and will be considered by a Senior Housing Officer within 7 calendar days of PCH receiving them, and we will seek to explore all options available and endeavour to reach a mutually agreeable solution.

Tenant/s will be obliged to carry on paying rent for their permanent home as they would normally, however they will not have to pay for the cost of any temporary accommodation.

Decant	Why	Where
<p>Temporary move options</p>	<p>So we can complete repairs to a property and the tenant/s can return once these are complete</p>	<p>Decant options –</p> <ul style="list-style-type: none"> • Staying with family / friends while we carry out the repairs - <p>We will pay a disturbance contribution if this was the most appropriate temporary solution. This is to cover any extra costs incurred by family/friends by accommodating our tenant/s for the decant period.</p> <p>This option would be suitable for short term decants.</p> <ul style="list-style-type: none"> • PCH making hotel / B&B arrangements while we conduct the repairs – <p>We will pay a disturbance contribution if this was the most appropriate temporary solution. This is to cover any extra costs incurred from having to eat out if our tenant/s are unable to cook their meals like they would if they were in their home.</p> <p>This option would be suitable for short term decants.</p> <ul style="list-style-type: none"> • PCH arrange a temporary move to another one of our properties while we carry out the repairs - <p>We will pay a disturbance payment to cover any costs incurred from reasonable out-of-pocket expenses by tenant/s when they move out of their home temporarily, into a property provided by PCH, for a decant. See appendix A.</p> <p>This option would be suitable for short to medium term decants.</p>

<p>Temporary move into another one of our properties</p>	<p>So we can complete repairs to a property and the tenant/s can return once these are complete</p>	<p>Letting standard -</p> <p>Homes used for decanting must meet PCH’s Lettings Standard and we will fit flooring coverings (carpet), in line with our disturbance payment pledge in Appendix A, to any property we use for a decant.</p> <p>Where adaptations to the existing home are required by the tenant/s these will be fitted to the temporary home. If major adaptations are required it may instead be deemed that alternative arrangements are necessary (e.g. a short stay in care home) where it is neither practical nor economic to adapt a property only to be used for a short period.</p> <p>Legal agreement -</p> <p>For all temporary moves into another one of our properties, PCH will give tenants a Licence to Occupy, providing formal occupation of the temporary home. The Licence to Occupy should be given in the same name(s) as the tenancy agreement on their existing home. PCH will explain any relevant terms of the Licence to Occupy to the tenant, ensuring that they are aware of their obligations. The tenancy of the existing home will remain unaffected.</p> <p>The Licence to Occupy is an “excluded licence” under section 3A (7) (b) of the Protection from Eviction Act 1977. PCH may evict the tenant from the temporary home on giving reasonable written notice. No court order is required for this to happen.</p> <p>The tenant/s must continue to pay rent for their existing home during the temporary move and no charge will be made for the temporary home. The tenant will continue to pay Council Tax for their existing home (i.e. their main and only home) and PCH will pay for Council Tax on the temporary home. The tenant will usually be required to pay utilities bills for the temporary home as they will be responsible for usage. PCH will usually pay utilities liable on the tenant’s existing home whilst under repair period.</p> <p>Returning home -</p> <p>The Housing Officer will keep the tenant regularly updated on progress throughout the decant, providing an indication of when works will be completed. When the tenant/ss can return home the Housing Officer will agree a return date with the tenant. It will usually be appropriate for this return date to be agreed at no less than two weeks’ notice. The Licence to Occupy will be terminated on the agreed return date. If the tenant fails to leave the temporary home then enforcement action will be taken, and the tenant may be liable for any legal expenses incurred.</p> <p>Once the tenant leaves their temporary home it will be subject to an inspection like that conducted when a tenancy termination is received. This will be an opportunity for PCH to identify any damage which should be rectified at the tenant’s expense.</p>
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<p>Permanent Move – when a permanent move is determined by PCH</p>	<p>So we can complete repairs to a property and the move is necessary on a permanent basis because we cannot determine how long this will take.</p>	<p>If we need to conduct repairs to a property and the move is necessary on a permanent basis, then we will make a direct offer of an alternative suitable accommodation from our housing stock that meets the expectations of the tenant we are displacing.</p> <p>To proceed with a direct offer the tenant will need an active Devon or Cornwall Home Choice application.</p> <p>For all permanent moves the tenant will be required to terminate the tenancy on their existing home and to sign a tenancy agreement for their new home. The new tenancy agreement should be granted in the same names as the existing tenancy agreement and must be of equal rights and security. The rent for the new home may be set at a different level to the existing home.</p> <p>If the move is deemed to be permanent by PCH then the tenant may be entitled to a ‘home-loss’ payment. Payments are made in accordance with the Land Compensation Act 1973.</p> <p>A Home Improvement Payment may also be payable to tenants for improvements which they have made to their home where permission was sought if applicable. This will be considered on a case-by-case basis.</p>
<p>Permanent Move – when this is requested by the tenant</p>	<p>So we can complete repairs to a property if the tenant requests that any move be permanent.</p>	<p>If we need to decant someone temporarily and they either:</p> <ul style="list-style-type: none"> • do not wish to return to their original home after the temporary decant • or if they wish for any move to be permanent to avoid the stress and disturbance of having to return <p>We will make a direct offer of alternative suitable accommodation from our housing stock that meets the expectations of the tenant we are displacing.</p> <p>To proceed with a direct offer the tenant will need an active Devon or Cornwall Home Choice application and would not be eligible for any home loss payment.</p> <p>For all permanent moves the tenant will be required to terminate the tenancy on their existing home and to sign a tenancy agreement for their new home. The new tenancy agreement should be granted in the same names as the existing tenancy agreement and must be of equal rights and security. The rent for the new home may be set at a different level to the existing home.</p>

<p>Emergency moves</p>	<p>Emergencies may arise which compel tenant/s to leave their home immediately, such as when a property has suffered significant fire or flood damage.</p>	<p>If there is an incident that means that your home is not habitable, we will arrange emergency accommodation for you. This could be a B&B / hotel or supporting you to stay with family/friends until we can determine how long the property will take to be habitable and if a decant is required.</p> <p>We will pay a Disturbance Contribution for the time you are away from your home until a decant can be arranged if this is deemed to be the most appropriate solution. This though will not apply if it would be reasonably expected for a customer to have household insurance and where the cost should be met from that policy's cover.</p> <p>In cases where it is appropriate for the Local Authority to coordinate a response to a major incident PCH will refer to the Local Authority. Such cases may, for example, be major civic incidents, or natural disasters.</p>
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APPENDIX A DISTURBANCE PAYMENTS

The right to Disturbance Payments is established by the Land Compensation Act 1973. The following is a guide to common and suitable Disturbance Payments:

Expense	Details
Removal of furniture and belongings	<p>PCH will arrange and pay for a professional firm to undertake the removal between properties.</p> <p>This will include the provision of boxes for moving, and a packing and unpacking service where deemed necessary in the decant assessment.</p>
Storage of furniture and belongings	<p>PCH will pay for the storage of items which cannot be reasonably taken to a temporary home.</p> <p>This will be at a storage depot with appropriate insurance cover.</p>
Cooker disconnection and reconnection	<p>PCH will arrange and pay for a qualified professional to disconnect and reconnect the cooker.</p> <p>If the decant property does not have suitable or compatible utilities, then PCH will provide a replacement cooker for your use whilst you are there.</p>
Washing machine / Tumble dryer / Dishwasher disconnection and reconnection	<p>PCH will arrange and pay for a qualified professional to disconnect and reconnect your washing machine and tumble dryer, subject to space being available at the decant property.</p> <p>Where a decant is temporary and there is no space or plumbing in the property for a dishwasher, PCH will not connect a dishwasher. Where the decant is permanent, PCH will arrange and pay for a qualified professional to disconnect and reconnect the dishwasher, and any necessary pipework and fittings, so that a dishwasher can be installed subject to space and suitability in the new home.</p> <p>Where the tenant makes use of communal laundry facilities at their existing home then PCH may pay for suitable alternative facilities.</p>
TV aerial / Pay per view TV	<p>PCH will ensure that there is a television aerial in any decant property.</p> <p>PCH will pay for the disconnection and reconnection of any pay per view TV if this is fitted to the existing home.</p>
Telephone line / internet connection disconnection and reconnection	<p>PCH will pay for the disconnection and reconnection of a telephone line or internet connection where this is provided to the existing home.</p>
Mail forwarding from existing address to decant address	<p>PCH will pay for redirection of mail for the duration of the temporary decant plus three months afterwards, or for the initial three months where the decant is permanent.</p>

<p>Burglar alarm disconnection and reconnection</p>	<p>PCH will pay for the disconnection and reconnection of a burglar alarm where this is provided to the existing home.</p> <p>For temporary moves of fewer than six weeks it will not usually be appropriate to move an alarm unless it is required for insurance purposes or the tenant feels particularly vulnerable.</p>
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Expense	Details
<p>Carpets / Flooring removal, alteration, and refitting</p>	<p>PCH expect the tenant to make use of their existing carpets where possible for a permanent move. PCH will pay for carpet and flooring to be moved, altered, and fitted where possible. PCH will otherwise pay for economy flooring to be provided and fitted.</p>
<p>Curtains / Blinds alteration and fitting</p>	<p>PCH expect the tenant to make use of their existing curtains and blinds where possible. PCH may pay for curtains to be altered where reasonable. PCH will otherwise pay for basic curtains and/or blinds to be provided and fitted.</p>
<p>Other expenses</p>	<p>Other genuine out of pocket expenses arising from the decant may be considered for payment where reasonable (E.g. parking; pet boarding) Expenses must be agreed in advance with the Housing Officer or they may not be reimbursed if claims are made without such agreement.</p>

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