



Customer Relations

Decant Policy

Regulation and Legislation	This policy links to (permanent moves only): The Land Compensation Act (1973) Home Loss Payments (Prescribed Amounts) (England) Regulations 2018 Planning & Compensation Act 1991 The Regulator of Social Housing Tenancy Standard
Supporting documents	Decant Procedure; Quality Improvement Programme (QIP) Decant Procedure; Out of Hours Emergency Callout Procedure
Scope	This policy applies to customers living in Orbit's General Needs and Independent Living accommodation and should be read in conjunction with the Reactive and Planned Moves Procedure.
Reference to "Orbit" means Orbit Group which consists of Orbit Group Limited, Orbit Housing Association Limited, Orbit Homes (2020) Limited, Orbit Treasury Limited and Orbit Capital Limited.	

1. Introduction

- 1.1 This policy outlines our approach to managing reactive and planned and permanent moves for customers in both General Needs and Independent Living accommodation and links to the **Decant Procedure**.
- 1.2 **Decant**
We recognise that there will be times when our properties become uninhabitable or inaccessible due to emergency situations such as fires and floods, or due to major works that cannot be completed with the customer in situ. We understand that this can be a difficult situation for customers, and we will therefore ensure that we act quickly and take into account their needs.
- 1.3 **Permanent Moves**
Permanent moves are usually necessary when a property requires major repair or needs to be refurbished or modernised. In addition, they will also apply when a property needs to be rebuilt, or disposed of to enable effective asset management, in line with Orbit's Strategic Asset Management Strategy.
- 1.4 Separate arrangements apply for moves forming part of a regeneration scheme and are managed under our Quality Improvement Programme (QIP) Procedure.
- 1.5 In line with the Regulator of Social Housing (RSH) Tenancy Standard, customers who are permanently moved into alternative accommodation during any redevelopment or other works will be offered a tenancy with no less security of tenure.

2. Policy Statement

2.1 Definitions

2.1.1 Reactive Decant

Where there is an emergency situation and where the intention is always that the customer will return to their original home.

Reasons include:

- Flooding, fires, structural damage e.g. where the building is not safe, or where customers cannot function day to day e.g. cannot wash or cook

2.1.2 Planned Decant

Where we are aware of a situation and a need for the customer to move out on a temporary basis before returning to their original home.

Reasons include:

- Major works
- Lift Works or Upgrades

2.1.3 The purpose of any decant is to allow time for necessary works to take place.

Customer(s) may be asked to return to their home prior to such works being completed if the remainder of them can be carried out whilst they are in situ.

2.1.4 Our responsibility following an emergency situation (fire, flood, etc.) is to carry out remedial works to the property structure. The customer is responsible for remedying any damage to the internal decor and personal items and may wish to make a claim to their content's insurance provider.

2.1.5 Permanent moves

Where we are aware of a situation and a need for a customer to move out on a permanent basis.

2.1.6 This could start out as a decant, but which develops into a need to move on a permanent basis e.g. subsequent decision to dispose or remodel the property/block.

2.1.7 Where this is the case, the customer would be permanently moved to a new property, and this will result in a new letting. Orbit will always seek to provide suitable alternative accommodation from its own stock and in such cases, would work closely with the customer to meet their requirements and preferences wherever possible.

2.2 Identifying a reactive or planned decant

2.2.1 Following a major incident or the need for planned works, we will identify the need for a decant move based on the condition of the property and whether it is reasonable and safe for the customer to remain in situ.

- 2.2.2 The decision on whether a property is uninhabitable or inaccessible and whether it would be unreasonable for the customer to remain, is solely ours to make and the customer will always be advised whether we recommend they are moved and the reasons why.
- 2.2.3 The customer has the right to refuse to be moved into temporary accommodation, but in high-risk circumstances, we may take legal action to remove them and their household members from the property in order to ensure their safety and/or to enable works to be carried out.
- 2.3 Alternative accommodation for reactive or planned decants**
- 2.3.1 Customers will be given the option to source their own accommodation or stay with family and friends and receive a daily allowance for this. The amount paid can be found in 2.5 of this policy. If this is not an option, we will source temporary accommodation, but no daily allowance will be paid.
- 2.3.2 If the customer does require temporary accommodation, we may offer one of the following at our discretion:
1. A Hotel or Bed & Breakfast (where breakfast is provided) we will aim to limit hotel stays to 14 nights where possible. However, if alternative accommodation is not available customers may be asked to remain in a hotel for a longer period of time.
 2. Another Orbit property if available
 3. A Local Authority or another Registered Provider property
 4. A Serviced Apartment or Holiday Let
- 2.3.4 Before looking to book any accommodation, the team will have an honest conversation with our customers and try and source the most suitable accommodation, where possible we will try and meet all the customer needs however this may not always be possible. We will consider the following:
- Number / age of household members registered on our system
 - Proximity of accommodation to home
 - Length of the proposed move
 - Medical needs of the household
 - Aids and adaptations in line with existing fixtures at permanent home
 - Cooking facilities / food provision
 - Place of work / school
 - Pets and assistance animals that are required as an aid to customers with a visual, aural or sensory impairment, or any other disability
 - Cost of the move
 - Any vulnerabilities
- 2.3.5 If the offer for alternative accommodation is refused, we will discuss the reasons with the customer and try and find a more suitable temporary accommodation. However, if suitable accommodation is continually refused another booking may not be made and the customer will be expected to arrange their own accommodation.
- 2.3.6 Special consideration will be given to customers living in Independent Living properties

and further alternative accommodation may be considered because of specific personal care needs

- 2.3.7 We may not always be able to meet all customer needs due to availability of accommodation and as such, we expect customers to be reasonable in their expectations.
- 2.3.8 We do not include pets as members of a household, and we cannot guarantee that any temporary accommodation offered will allow them. However, we will always do our best to ensure we try to find properties that are suitable for pets, and if we can't, we will help to cover reasonable costs of rehoming pets for the duration of the planned and reactive decant.
- 2.3.9 Customers moving into any Orbit property which is not hotel accommodation, will be required to sign a Decant Licence Agreement before doing so.
- 2.3.10 When a decant is required for planned works, we will discuss with the customer prior to any decision to move being made and if it is, give reasonable notice of the proposed date.
- 2.3.11 In the event of emergency move resulting from unforeseen or catastrophic events, customers will be required to move without any prior notice.
- 2.3.12 We will ensure that alternative accommodation provided is suitable for the customer and their registered household's needs and we will keep customers informed throughout the process.
- 2.3.13 For customers with arrears, unless there is an immediate risk to the health and safety of the customer, there will need to be a payment plan put in place to continue to pay the arrears and these cases will be reviewed on a case-by-case basis by the Head of Empty Homes & Lettings, and the Empty Homes and Lettings Lead.

2.4 Customer conduct in temporary accommodation

- 2.4.1 Temporary accommodation is only for the use of the customer and household members that we are aware of and have agreed to move.
- 2.4.2 The provision of temporary accommodation will be cancelled, and customers and household members required to leave if any of them acts in a way that breaches the rules of the establishment, or the behaviour could be considered a breach of tenancy if they were in their own home. Further temporary accommodation will not be offered, and we reserve the right to recover any costs that we have incurred because of the breaches.
- 2.4.3 While customers are out in a temporary move, they need to ensure they provide access to their home to allow works to be completed, continued no access to allow the work to be completed may result in the move being cancelled.
- 2.4.4 Customers are liable for any damage caused to temporary accommodation. If this is the case it will be investigated, and letters issued to the customer to confirm the damage and associated costs. These will be claimed back from the customer through our Rechargeable Repairs and Services Policy.

2.5 Costs and expenses for reactive and planned decants

Allowance if Customer finds own Accommodation	Orbit are responsible for paying this per calendar week (7 days) with the below family sizes – Family of 1 - £80.00 Family of 2 - £130.00 Family of 3 - £175.00 Family of 4 - £210.00 Family of 5+ - £250.00
Temporary Accommodation cost	Orbit is responsible for paying this.
Rent and other charges	The customer is responsible for paying the rent and any other charges on their own home when in temporary accommodation. If a whole block of homes needs to be decanted customers will not have to pay any service charge on their property during the decant period.
Council Tax	The customer is responsible for paying the Council Tax on their own home when in temporary accommodation.
Utilities	The customer is responsible for paying utility bills on their own home when in temporary accommodation. However, meter readings will be taken when the reactive or planned move starts and ends and we will consider requests for reimbursement for excessive usage on production of evidence from the customer.
Broadband / TV / Phone	The customer is responsible for paying these in their home and in any temporary accommodation if necessary.
Laundry	If the customer is unable to do their laundry in the usual way, we will reimburse reasonable costs for using a laundrette. Reimbursement will only be made where receipts are provided.
Contents Insurance	The customer is responsible for paying this for their own home and any temporary accommodation if necessary.
Meals	Where possible, temporary accommodation offered will have cooking facilities and, in such cases, we will not pay for food or meals. If the temporary accommodation does not have cooking facilities, then we will reimburse you on production of receipts for food purchased as follows: • A total amount of £25 per adult per day and £15 per child

	<p>per day (a child is anyone under 18 years of age)</p> <p>We will not pay for alcohol, cigarettes, cigars, tobacco, vaping, etc. equipment.</p> <p>Where possible accommodation such as hotels will be booked with onsite restaurants, however where this is not possible the customer will need to purchase their meals and claim these back by providing the receipts.</p> <p>Where a customer is accommodation with cooking facilities the costs of meals will not be covered by Orbit.</p>
Other	<p>At our discretion, we may where necessary pay the cost of:</p> <ul style="list-style-type: none"> • Carpeting a void property • Removals and/or storage of furniture • Disconnection and reconnection of utility supplies and the redirection of post <p>Orbit will arrange these directly with suppliers where possible, however if customers arrange this reimbursement will only be made where receipts are provided.</p>

Travel Expenses	<p>If you need to travel outside of your usual arrangements due to the location of the temporary accommodation, we will look to cover reasonable travel costs such as taxi fares to get children to school.</p> <p>We will reimburse these costs once we have received receipts.</p> <p>We will not cover travel costs outside of a 2-mile radius.</p>
Ad hoc expenses	<p>We will not pay for any other expenses that have not previously been agreed by us.</p> <p>Customer(s) wishing to claim for any other expenses must first discuss them with us and obtain our written agreement.</p>

Reimbursement of any such expenses will only be made where receipts are provided.

Reimbursement may take up to 14 days once appropriate receipts and forms have been received.

2.5.1 If during a reactive or planned move a customer believes items have been damaged by us, they must advise us (including providing photographs) within 72 hours of the move ending. The complaint will be responded to by the Customer Relations Team in line with the **Complaints Policy and Procedure**.

2.6 Statutory home loss and disturbance payments for permanent moves

2.6.1 These payments are defined by law and are made in acknowledgement of the distress and inconvenience customers may incur if they have to move from their home permanently because of redevelopment, regeneration, disposal or compulsory purchase. The law specifically prevents home loss payment being made in the case of repairs, no matter how major.

2.6.2 Where a property is being sold and **not** redeveloped, the statutory right to home loss and disturbance payments does not apply.

2.6.3 Statutory payments fall into two categories:

Home Loss payments – will only be paid for permanent moves where certain criteria are met as follows:

- the customer must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement; this may include a previous period when the customer was a resident in the property under another person's tenancy
- the move must be permanent and as a result of redevelopment, regeneration or compulsory purchase

Disturbance payments – the customer need not have lived in the property for 12 months but has to be the tenant at the time of the decision to move. The basis of the disturbance payment is to ensure the customer is not financially out of pocket due to the move.

- Disturbance payments will not exceed the value of home loss payments as specified in statutory law at the time of the move.
- All payments (including those made at the discretion of Orbit beyond those required by law) may be offset, wholly or partly, against debts owed to us. Exceptions to this will be considered on an individual case basis.

Where the above criteria are not met, Orbit may consider discretionary payments on an individual bases.

2.7 Qualifying for payments

2.7.1 The Land Compensation Act 1973 also details 'tenants' entitlement as follows:

- Lodgers and licensees do not qualify for home loss payments
- Sub-tenants do qualify for a home loss payment but if they share any accommodation with the tenant e.g. kitchen or bathroom or living room, they are only entitled to a share of the home loss payment. If the sub-tenant occupies

self-contained accommodation within the tenant's house a full home loss payment must be paid to each person

- Joint tenants are only entitled to one home loss payment
- If a permanent move is a voluntary decision as a result of repair work, the customer is not entitled to a home loss payment
- If a customer is evicted prior to being permanently moved they will not receive a home loss payment
- If the customer is a statutory successor, the home loss payment entitlement period begins from the start date of the original tenancy rather than the succession date
- Disturbance payments will only be paid when evidenced by receipts or bills
- Where a customer is not entitled to home loss for permanent displacement they may still be entitled to a disturbance allowance

2.8 Amount of payment

- 2.8.1 The amount of compensation available under a home loss payment is determined by Government regulations as set out in The Home Loss Payments (Prescribed Amounts) (England) Regulations 2018.

3. Roles and Responsibilities

- 3.1 Reactive and Planned Moves to ensure all moves are actioned within this line with this Policy
- 3.2 All Orbit Staff to ensure all reactive or planned decants are requested inline with the policy.
- 3.3 Empty Homes & Lettings Lead to monitor performance in line with this policy making changes where required.

4. Performance Controls and Business Risk

- 4.1 Compliance with this policy will be monitored by the Empty homes & Lettings Manager
- 4.2 Performance in the delivery of the service will be assessed by the Empty Homes & Lettings Manager
- 4.3 Performance will be shared through weekly and monthly reporting.
- 4.4 Orbit will carry out a fundamental review of this policy every three years or sooner subject to legal, regulatory changes or if internal changes require it.

5. Essential information

- 5.1 All Orbit policies and procedures are developed in line with our approach to the following, data protection statement, equality diversity and inclusion (EDI) approach, complaints policy and our regulatory and legal obligations to ensure we deliver services in a lawful manner and treat people equally and fairly. Orbit's privacy policy can be accessed on our website www.orbitcustomerhub.org.uk/publications/policies/

EA	Equality Analysis was completed on 24 Jan 2019 and is available to view.
DPIA	A DPIA was approved on 24 Jan 2019 and is available to view.
Consultation	Internal: Independent Living, Insurance, Property Management, Property Services and Tenancy Services
	External: Customers consulted in Nov 2023 during policy review
Applies to	Business wide

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Date

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Revision History

Version Number	Date	Comments / Reason for revision
v2.0	Nov 2021	2.3.2 – wording updated 2.3.7 – pets clause amended to reference sourcing accommodation and covering costs 2.4.3 – added recharge for damage to temporary accommodation 2.5 – costs for meals increased from £20 and £10 to £25 and £15
v3.0	Jan 2024	Change name of policy to Decant Policy

		Remove the use of Reactive and Planned move throughout the policy 2.3 – amended from expected to stay with family or friends 2.3.4 – amended from only make one offer of accommodation 2.3.10 – added 2.3.13 – added reference to payment plan for arrears 2.4.3 – added 2.5 – added: expenses for own accommodation; more information on meals; travel expenses; service charges