

Decant and Permanent Displacement Policy

1 Purpose

This policy sets out Metropolitan Thames Valley Housing's (MTVH) approach to the temporary or permanent move (or decant/displacement) of customers.

A 'decant' occurs when we need to move a customer out of their home temporarily, in order to carry out extensive or complex works at the property. The original tenancy remains in place for the duration of the decant, with the original property continuing to be considered the customer's main home throughout.

Decants can be required for a variety of reasons but are **always** a last resort. We aim to minimise disruption and progress works as quickly as possible as we recognise that decanting has a significant impact on the customer and the lives of the household. We will take into account any particular circumstances or additional needs where reasonably possible.

Where the demolition/redevelopment or sale of the property is required, the process for permanently displacing a customer will be followed.

2 Scope & Definitions

This policy applies to customers who live in:

- General Needs: *Secure, Assured, Assured Shorthold, Starter Tenancies*
- Retirement Living: *Secure, Assured, Assured Shorthold, Starter Tenancies*
- Supported Housing: *Assured Shorthold, Excluded Licences*
- Leaseholders and Shared Ownership properties

The policy does not apply to customers in freehold properties.

Term	Definition
Tenant	A customer in one of our general needs, Retirement Living or Supported Housing properties.
Leaseholder	A customer in one of our shared ownership or leasehold properties.
Customer	Any customer defined as either a 'tenant' or 'leaseholder' as above.
Decanting	A legal term used to describe the necessity of moving occupiers from their homes temporarily or permanently, this does not include customers moving due to transfers, mutual exchanges or choosing to end their tenancy.
Temporary Decant	A situation where customers vacate their property and are expected to return to their property once necessary works are complete, or it is safe to inhabit the home again.
Permanent Displacement	A situation where it is envisaged a customer cannot return to their property as a result of demolition/redevelopment or sale of the property.
Major Repairs	Major Repairs may include but are not limited to the following: - Major damp proofing - Emergency structural issues - Serious flooding or fire which makes the majority of living spaces unusable

3 Temporary Decants

3.1 Temporarily decanting a customer with a tenancy

Temporary decants will only be carried out when all other practical and safe options to keep the customer in their home have been exhausted, taking into account the work required and the impact on customer's lives and wellbeing. To avoid disruption to a customer we will always try to minimise the duration of a decant.

We will only decant a customer where a property has required repair works that we are responsible for, and where remaining in the property could constitute a health and safety risk to occupants.

Examples of when we **may** decide to decant a customer include:

- Total loss of bathroom/kitchen facilities for more than a 24-hour period (unless being managed within a planned programme)
- Total loss of power/heating to a property for a prolonged period (not caused by external power supply cuts)
- Where repairs or remediation works are required under Awaab's Law and we are unable to complete these within the initial remediation period, we will always provide a temporary decant, until the relevant safety work has been completed

Examples of when we would **not** usually decant a customer:

- Heating failure (temporary heating may be provided)
- Short term loss of water (temporary water supplies may be provided)
- Bathroom and kitchen are still accessible
- Where customers have undertaken works to their property without permission from MTVH that are disruptive or make the property temporarily uninhabitable

It is important to note the above examples are not an exhaustive list.

Disturbance payments are available to compensate a customer for reasonable expenses incurred during the decant period.

Where the customer, for reasons of personal preference, requests to stay in the decanting accommodation or other accommodation after the work(s), and we have not authorised this, we may take legal action to recover possession of the property and relevant costs may be liable to the customer.

3.2 Temporarily decanting a leaseholder

In the majority of cases, we will not temporarily decant a leaseholder or shared owner; in some cases, it will be for insurers to consider the need for alternative accommodation and offer advice and guidance under the relevant buildings insurance cover. One exception to this would be where the lease stipulates that alternative accommodation is to be provided, if this exception applies, Disturbance Allowance Payments may also be available.

In the event of a decant of a building for fire safety remediation works, we will not charge service charges except buildings insurance to those leaseholders/shared owners that have been decanted, for the duration of the remediation works.

3.3 Options for temporarily decanting customers with a tenancy

There are a number of different options we may consider once the decision to decant has been made, including staying with friends/family, guest rooms, Hotel/B&B accommodation or one of our empty properties.

Decisions are made on a case-by-case basis, taking a number of factors into account, including but not limited to:

- Anticipated duration of decant
- Availability of properties locally
- Family/household composition
- Medical, cultural or religious requirements
- Other individual circumstances (e.g., transport, employment, schools etc)

As a guide, in the absence of other factors and based on the anticipated duration of the decant, the options for alternative accommodation that will generally be considered are as follows:

- **Decants of less than four weeks:** Stay with family/friends or guest Room/Hotel/B&B accommodation.
- **Decants of more than four weeks:** Stay in one of our empty properties in the first instance, depending on availability of stock. If there are no suitable empty properties available then we may consider a serviced apartment.

Where it becomes apparent that the duration of works will, or is likely to, exceed three months, reasons for the delay must be clearly communicated to the customer.

Customers will be offered a maximum of two offers of temporary suitable accommodation. If we are unable to find accommodation which meets the needs of the household, customers have the option to source their own alternative accommodation, which we will either partially or fully reimburse the customer, in line with the cost of our standard options. If a customer refuses to be decanted, we will consider legal action if the repair is detrimental to the customer or our asset.

If a customer is temporarily decanted, the tenancy agreement remains in effect, both MTVH and the customer must continue to abide by the conditions of the agreement. Customers will continue to pay rent for their principal home and we will cover the cost of the temporary accommodation. If the customer does not move back to their principal home once works are complete, we will take legal action and the customer may be liable for the cost of the temporary accommodation as well as the rent for their principal home.

3.4 Emergencies/Out of Hours Decants

An emergency decant is required when there is an immediate health and safety risk to a customer remaining in their home, and this risk cannot be immediately mitigated. In these cases, we will usually discuss with the customer whether they are able to stay with friends/family or consider a short-term decant to hotel/B&B accommodation, or similar while further investigations are carried out and the scale of the required work assessed.

Where a property is not habitable for a reason outside of our control (e.g., due to a fire), the local authority has a duty to provide temporary accommodation. In these circumstances, we will support the customer to engage with the local authority.

Where the property is owned by us and managed by a third party we will liaise closely with the managing agent throughout the whole process.

4 Permanent Displacement

4.1 Permanently displacing a customer

A permanent displacement may be required due to either demolition/redevelopment or the sale of the property.

For regeneration projects, we will have consultations with customers who may be affected (as this is a regulatory requirement). We will clearly set out the reason(s) for the permanent displacement and the proposals for the customers' relocation, taking into account customers' views and individual housing needs. We will aim to ensure that permanent displacements are, wherever possible, achieved with the agreement of affected customers.

We advise customers to seek independent legal advice for situations where they may be permanently displaced.

A customer will not be regarded as permanently displaced if there is an intention to return them to their original home at completion of the work.

4.2 Options for the permanent displacement of a customer with a tenancy

All permanent displacements must be approved by the relevant Director/s before any discussion is held with the customer.

If we identify a permanent displacement is required, we will offer a suitable alternative property in line with our **Transfer Policy**. Suitable alternative accommodation must give comparable security of tenure as that already enjoyed, such as a secure, protected or assured tenancy. An offer will be deemed suitable if it reasonably meets the needs of the customer and their family, this could include location of workplace, support networks and extent/character of the property i.e., required adaptations.

The customer will express their areas of choice and we will work with them to meet their requirements where possible. We cannot guarantee we will have the available housing stock and where we are unable to offer a suitable alternative property, we may work with the customer and the local authority to seek alternative accommodation via the Housing Register.

In the event the customer declines our two offers of alternative suitable accommodation or chooses not to seek another property we will consider taking legal action to seek repossession of the property if the reason for displacement is demolition/redevelopment. If we intend to sell the asset, we will negotiate with the customer and try to agree a resolution, in these situations, we are unable to take legal action.

4.3 Options for the permanent displacement of a leaseholder

We will negotiate with a leaseholder or shared owner to secure vacant possession of any property where a leasehold interest is held. Circumstance when this option may be necessary is during a redevelopment scheme. This may involve buying back the leaseholder or shared owner's interest in the property.

If we are unable to buy-back through negotiation, other options will be explored such as, an offer of another suitable property, depending on our stock. All the above options require approval from the relevant Director/s before any discussion is held with the leaseholder or shared owner.

4.4 Commercial premises with tied accommodation

If a permanent displacement is required due to redevelopment, we will seek to offer these existing customers alternative residential accommodation of a similar size within the new development or from our existing stock, subject to availability. Any new commercial lease granted would not include tied accommodation.

We will negotiate with an existing commercial leaseholder to secure vacant possession of any property where a commercial leasehold interest is held.

4.5 Home Loss Payments for customers with a tenancy

Home Loss Payments will only usually be paid for **permanent displacements**, where the following criteria is met:

- They must have occupied the property as their only or main residence for a period of one year prior to the date of displacement
- The move must be permanent
- The customer must hold a General Needs Assured or Secure tenancy, not an Assured Shorthold tenancy

Home Loss payments will be in accordance with the Land Compensation Act 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations) and the Planning and Compensation Act 1991 Act.

Disturbance payments are made to compensate a customer for reasonable expenses in moving from their house for both decants and displacements.

4.6 Home Loss Payments for leaseholders

Where the leaseholder is permanently displaced, the Home Loss Payment is calculated as a % of market value. Home Loss Payments are updated annually and will need to be in line with the relevant amounts.

The payment must be claimed directly by the customer(s) affected, within six years of the person's displacement, subject to Section 32 (7a) of the 1973 Land Compensation Act.

5 Background Legislation

- Awaab's Law (introduced by the Social Housing (Regulation) Act 2023).
- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Town and Country Planning Act 1990
- Homelessness Act 2002
- Homelessness Reduction Act 2017
- Housing Act 2004
- Housing and Regeneration Act 2008
- Home Loss Payments (Prescribed Amounts) (England) Regulations 2022 (revised annually)
- Assured Shorthold Tenancies Notices & Prescribed Requirements Regulations 2015

Regulatory standards apply to any **tenants and shared owners** affected by a temporary decant or permanent displacement.

- RSH Home Standard 1.2
- RSH Tenant Involvement & Empowerment Standard 1.1
- RSH Tenancy Standard 2.2.9

6 Our commitment to Equality, Diversity and Inclusion

In implementing this policy, we will not discriminate against any colleague, customer or stakeholder on the grounds of their sex, sexual orientation, gender reassignment status, ethnic origin, age, religious belief, disability, marital status and pregnancy/maternity.

An Equality Impact Assessment has been completed for this policy and is retained by the Policy Team.

7 Key Policy Information

Policy Owner	Director of Housing
Author	Regional Director, Operations Manager (Housing, Midlands)
Approved by	Customer Services SLT
Effective from	January 2024
Approach to review	This Policy & associated Procedures will be reviewed as required by the owner for changes in legislation, regulation, and operational need. Any amendments will be appropriately consulted on and signed off before being clearly communicated to customers and colleagues. Next expected review is 5 years from the 'Effective date' of this document.
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