



## Decant Policy

If you have difficulty with reading this policy, including any difficulties with sight or hearing, or if you require this document translated into another language, please contact us and we will be happy to provide this information in a format that suits your needs.

# Our Vision, Our Values, Our Strategic Objectives

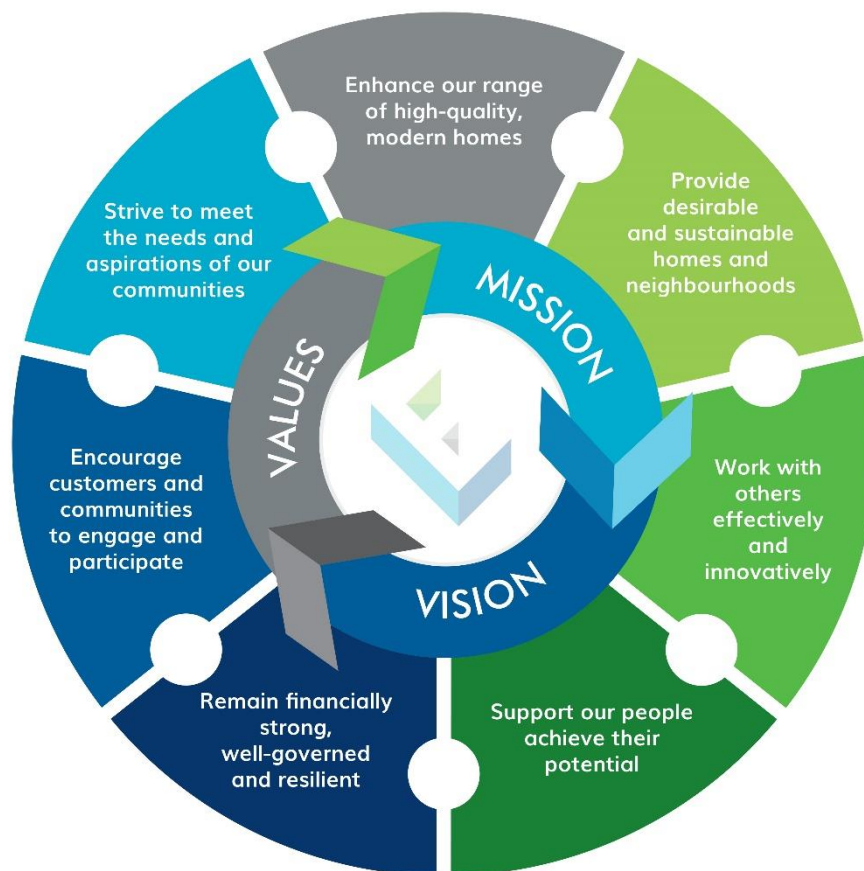
## Our Vision

A vibrant neighbourhood where everyone can prosper.

## Our Values

Caring, Reliable, Fair, Open and Adaptable

## Our Strategic Objectives



## Equality and Diversity Statement

Elderpark Housing are committed to ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion and belief; sex or sexual orientation.

This document complies with our Equality and Diversity Policy.

We will regularly review this Policy and consider any equalities implications taking the necessary action to address any inequalities (either directly or indirectly) that result from the implementation of this Policy.

## Executive Summary

### Policy Author

The Housing Manager has developed this policy on behalf of the organisation. It applies to those occasions where our tenants that may need decanted. It will cover both normal decant situations and emergency decant situations.

### Purpose of the Policy

The Decant Policy aims to ensure that we have an accountable process to identify, record and put in place procedures to deal with decanting a tenant from their normal place of residence. It will be done in accordance with legal provisions and contractual terms contained within the tenancy agreement.

### Aims and Objectives of the Policy

This policy is a key document within the Association. Its underlying objectives are to:

- To give clear guidance on the process for dealing with decants
- To ensure that all decants are dealt with in line with and in accordance with legal provisions and contractual terms contained within the tenancy agreement
- To ensure that any decants are dealt with in accordance with our equality and diversity policy
- To advise customers of the complaints process

### Legislative and Regulatory Compliance

We will seek to meet all of our legal obligations as set out in the following legislation:

- Housing (Scotland) Act 2001
- Equality Act 2010
- General Data Protection Regulations 2018

In addition, we will meet the following outcomes and regulatory standards:

- **Outcome 1: Equalities**  
“Every tenants and other customer 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 for Social Housing (EESH) 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 work is done”.
- **Outcome 13: Value for Money**  
“Tenants, owners and other customers receive services that provide continually improving value for the 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 Standards

- **Standard 1**  
“The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users”.
- **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”.
- **Standard 5**  
“The RSL conducts its affairs with honesty and integrity”.

### Equalities

We will ensure there is a consistent approach in promoting equality and diversity across all areas and this policy will be administered in accordance with this policy.

### Privacy

This policy will fully comply with General Data Protection Regulations (2018) and once approved will be published on our website to ensure transparency of how we seek to ensure Equality and Diversity across everything we do.

## Related Policies

<b>Policy Title</b>	<b>Location</b>
Equality and Diversity Policy	<a href="V:\Elderpark Policy Suite\Governance Policies\G13 Equality and Diversity Policy.pdf">V:\Elderpark Policy Suite\Governance Policies\G13 Equality and Diversity Policy.pdf</a>
Allocations Policy	<a href="V:\Elderpark Policy Suite\Housing Management Policies\H2 Allocations Policy.pdf">V:\Elderpark Policy Suite\Housing Management Policies\H2 Allocations Policy.pdf</a>
Home Loss and Disturbance Policy	<a href="V:\Elderpark Policy Suite\Housing Management Policies\H23 Home Loss and Disturbance Policy.pdf">V:\Elderpark Policy Suite\Housing Management Policies\H23 Home Loss and Disturbance Policy.pdf</a>
Complaints Handling Policy and Procedure	<a href="V:\Elderpark Policy Suite\Governance Policies\G9 Complaints Handling Policy and Procedure.pdf">V:\Elderpark Policy Suite\Governance Policies\G9 Complaints Handling Policy and Procedure.pdf</a>

## **Contents Page**

<b>1 Introduction</b>	<b>Page 8</b>
<b>2 Purpose of the Policy</b>	<b>Page 8</b>
<b>3 Aims and Objectives</b>	<b>Page 8 &amp; 9</b>
<b>4 Legal and Regulatory Framework</b>	<b>Page 9 &amp;10</b>
<b>5 Context</b>	<b>Page 10</b>
<b>6 Occupancy agreement &amp; rent during the decant period</b>	<b>Page 11</b>
<b>7 Refusal by tenant to leave their tenancy</b>	<b>Page 11</b>
<b>8 Support measures</b>	<b>Page 11 &amp; 12</b>
<b>9 Tenant Liaison</b>	<b>Page 12</b>
<b>10 Home Loss and Disturbance</b>	<b>Page 12</b>
<b>11 Where the tenant refuses to leave the decanted property</b>	<b>Page 12</b>
<b>12 Implementation of the policy</b>	<b>Page 12</b>

**13 Monitoring of the Policy**

**Page 13**

**14 Complaints**

**Page 13**

**15 Review**

**Page 13**

## **1 Introduction**

- 1.1 We are a registered social landlord, established in 1975. We have strived to improve the lives of our residents, create opportunities and build a safe and secure environment. We are a “not for profit” organisation, registered and regulated by the Scottish Housing Regulator and are governed by a voluntary Management Committee up to maximum of 15 people who employ a team of staff to manage service delivery on a day-to-day basis.
- 1.2 The Management Committee is responsible for approving this policy and for overseeing its implementation. The Chief Executive and management team have operational responsibility for policy implementation and for reporting to the Management Committee on areas relevant to decants.
- 1.3 We recognise that there are situations which arise where we are required to rehouse tenants elsewhere, for example, for essential stonework repairs to be completed or in an emergency situation such as fire or flooding.
- 1.4 This would only be for a temporary period of time and tenants would return to the normal place of residency once repairs are carried out that allow the property to be safe and habitable again. The exception would be where the tenant requires alternative accommodation to meet their needs and the decant would be used as a permanent house move. This would be dealt with under “exceptional circumstances” clause within the allocations policy.

## **2 Purpose of Policy**

- 2.1 This policy aims to ensure that we have an accountable process to identify and put in place procedures to deal with decanting tenants so that essential repair work can be carried out, in accordance with legal provisions and contractual terms contained within the tenancy agreement.
- 2.2 This policy is written in accordance with our Equality and Diversity Policy to ensure that tenants and residents in our community do not face discrimination, victimisation, harassment or social exclusion due to any of the following protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation

## **3 Aims and Objectives**

- 3.1 This policy is a key document and its aims and objectives are to:
  - To give clear guidance on the process for dealing with decants to both staff and tenants



- To ensure that the process for dealing with decants is dealt with within existing legal provisions, the tenancy agreement and best practice guidelines
- Ensure that our decant methods will be flexible and where possible, take into account the individual needs of our tenants and their households. We will ensure that the relevant arrangements are made for communicating with our tenants with particular needs. This may include those with sight, hearing, learning difficulties or those who find it difficult speaking or understanding English.
- To provide information and support to tenants during the decant process with the focus on tenants' health and safety being paramount.
- To cause the least possible disturbance to our tenants that are required to decant
- To minimise lost rent
- To provide decant accommodation that meets the existing household's requirements and medical needs where possible

#### 4. Legal and Regulatory Framework

4.1 We will seek to meet all our legal obligations as set out in the following legislation

- The Housing Scotland Act 2001 Section 11 (9)
- Equalities Act 2010
- General Data Protection Regulations 2018

4.2 In addition, we will meet the standards and outcomes contained within the Scottish Housing Regulator's Framework

- **Outcome 1: Equalities**  
"Every tenants and other customer 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 for Social Housing (EESH) by December 2020".
- **Outcome 5: Repairs and maintenance**  
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- **Outcome 13: Value for Money**

“Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

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## **Regulatory Standards**

- **Standard 1**

“The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users”.

- **Standard 2**

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- **Standard 5**

“The RSL conducts its affairs with honesty and integrity”.

## **5. Context**

5.1 We will consider decanting a tenant to temporary accommodation when:

- Maintenance or planned programme works are likely to take more than a working week to complete and the work is extensive and will result in considerable disruption to the tenant’s daily living.
- There is a health and safety concern for the tenant to remain in the home. For example, as a result of fire or flooding. Or where the nature of the work could lead to health problems for our tenant.
- We are satisfied that the work would be carried out more efficiently, effectively and safely if our tenant was living elsewhere and removes our tenant and any household members from risk of injury or harm.

5.2 Before arranging decant accommodation we will ask the tenant if it is possible to stay with friends or relatives during the works. If this is not possible the types of decant accommodation we will look at are:

- A property within our existing stock
- A property belonging to a neighbouring Association
- Hotel accommodation (only where the decant is a result of an emergency and is for a short stay until we can find alternative accommodation)

## **6. Occupancy agreement & rent during the decant period**

- 6.1 As part of the decant process the tenant will be required to sign an occupancy agreement for the decant property agreeing that they will return to their tenancy on completion of the works.
- 6.2 The rent for the permanent tenancy will continue to be charged regardless of the rental charge at the decant property. We will reclaim the rent lost at the temporary, decant address through our insurance claim.
- 6.2 We will notify Council Tax that the tenant is occupying the decant address and notify the tenant that they are responsible for paying the council tax at the decant address.
- 6.3 If the tenant has been decanted because of an emergency we will not charge them rent and will reclaim rent loss through our insurance claim for both the permanent address and the temporary accommodation.
- 6.4 If the tenant is on housing benefit it will continue to be paid for their permanent tenancy. We will notify Housing Benefits of the change of address and advise that it is only a temporary decant address.
- 6.5 Tenant's on Universal Credit will continue to receive their rent element as normal for their permanent tenancy.

## **7. Refusal by tenant to leave their tenancy**

- 7.1 If the tenant refuses to be decanted we will in the first instance try all possible means to discuss this with them to resolve the situation amicably. However, if this fails we will take legal action to secure temporary possession of the property.

## **8. Support measures**

- 8.1 Where the tenant is being decanted to one of our own properties we will do the following to support the tenant to try and make the process as non-disruptive as possible.
  - Put floor coverings and blinds throughout the property
  - Notify Council Tax of the change of address
  - Reimburse the tenant for any mail redirection
  - Arrange for disconnection and reconnection of any white goods
  - Refer them to fuel advisor to assist them with setting up their utilities supply
  - Arrange for their removal and cover costs
- 8.2 We will advise the tenant to arrange for their T.V and internet. Any costs associated with this will be covered by us.

8.3 We will ensure that the property is left in the same decorative standard that it was prior to any works being done.

## **9. Tenant Liaison**

9.1 We recognise that being decanted can be a stressful process for a tenant. We aim to minimise this by providing the tenant with comprehensive information before, during and after the decant process. This will involve:

- Clear information on the repair work required and the rooms which will be affected
- The timescales for such works to be completed
- What measures will be taken to protect furniture and belongings remaining in the house in those rooms unaffected by the works.
- A breakdown of the supports and services we will with put in place
- Any decoration works that may be carried out after the works have been completed
- Providing the tenant with updates throughout the process

## **10. Home Loss and Disturbance**

10.1 Where tenants have to vacate their home for a significant period of time because of remodelling or major works we will apply the criteria set out in our Home Loss and Disturbance policy to determine whether any compensation is due.

## **11. Where the tenant refuses to leave the decanted property**

11.1 If the occasion arises where the tenant is refusing to leave the decanted property we will try and resolve this through discussion and negotiation to address any concerns that they may have.

11.2 If the tenant is still unwilling to leave we will serve a Notice of Proceedings for Recovery of Possession on the tenant (Ground 10 of Schedule 2 Part 1 of the Housing (Scotland) Act 2001 with reference to Section 16(6) of the Act). This is a mandatory ground and no test of reasonableness must be met. Our tenants have no legal right to remain in a temporary decant property and must return to their original home when they are able to do so (Housing (Scotland) Act 2001 Section 16(6b)).

## **12. Implementation of the policy**

12.1 This policy will be implemented in line with our decant procedures. Staff will be fully conversant and trained to carry out all aspects of the policy and procedures in a fair and equal manner.

### **13. Monitoring of the Policy**

- 13.1 In order to comply with our values and service commitments we will monitor aspects of our decants, such as complaints, and revise our service delivery where appropriate.

### **14. Complaints**

- 14.1 Tenants will be advised to go through our Model Complaint Handling procedure if they are unhappy with any aspect of the decant process. We monitor the effectiveness and efficiency of current practice by recording the following:

- The number of complaints received
- The types of complaints received
- The outcome of complaints
- Satisfaction levels through CX Feedback

### **15. Review**

- 15.1 This policy will be reviewed every 3 years or as good practice and legislative changes dictate.

## Equality Impact Assessment

<b>Name of Policy to be assessed</b>	Decant Policy	<b>New policy or revision of existing?</b>	Existing policy
<b>Person(s) responsible for assessment</b>	Elaine Somerville		
<b>Briefly describe the aims, objectives and purpose of the policy.</b>	<p>The aims, objectives and purpose of the policy are:</p> <ul style="list-style-type: none"> <li>• To give clear guidance on the process for dealing with decants</li> <li>• To ensure that all decants are dealt with in line with and in accordance with legal provisions and contractual terms contained within the tenancy agreement</li> <li>• To ensure that any decants are dealt with in accordance with our equality and diversity policy</li> <li>• To advise customers of the complaints process</li> </ul>		
<b>Who is intended to benefit from the policy? (e.g. applicants, tenants, staff, contractors)</b>	Tenants		
<b>What outcomes are wanted from this policy? (e.g. the measurable changes or benefits to members/ tenants / staff)</b>	To ensure that all decants are dealt with in accordance with legal provisions and the contractual terms within the tenancy agreement.		
<b>Which groups could be affected by the policy? (note all that apply)</b>			
<b>Age</b>		<b>Disability</b>	
<b>Gender reassignment</b>		<b>Marriage and Civil Partnership</b>	
<b>Pregnancy and Maternity</b>		<b>Race</b>	
<b>Religion or Belief</b>		<b>Sex</b>	
<b>Sexual Orientation</b>			
<b>If the policy is not relevant to any of the equality groups listed above, state why and end the process here.</b>			
All tenants regardless of any protected characteristics could be affected by the policy.			
<b>Have those affected by the policy / decision been involved?</b>			
Prior to decanting, tenants affected were invited into the office for discussion on the process and advised of the supports that we will put in place to make it as stress-free as possible.			

Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.	Positive Impact(s)	Negative Impact(s)
	That essential works would be completed.	Upheaval of having to move.
<b>What actions are required to address the impacts arising from this assessment? (This might include: additional data, putting monitoring in place, making adjustments, taking specific action to mitigate any potentially negative impacts)</b>	We will ensure that tenants are decanted into properties that are suitable for their needs. Supports were put in place to assist tenants with the move. We have also regularly checked in with the tenants to ensure that they are kept up to date with progress.	

Signed:	<i>Elaine Somerville</i>
Dated:	5/8/22

## GDPR Impact Assessment

<b>Name of Policy to be assessed</b>	Decant Policy	<b>New policy or revision of existing?</b>	New policy
<b>Person(s) responsible for assessment</b>		Elaine Somerville	
<b>Briefly describe the aims, objectives and purpose of the policy.</b>	<p>This aims and objectives of the policy are to:</p> <ul style="list-style-type: none"> <li>• To give clear guidance on the process for dealing with decants</li> <li>• To ensure that all decants are dealt with in line with and in accordance with legal provisions and contractual terms contained within the tenancy agreement</li> <li>• To ensure that any decants are dealt with in accordance with our equality and diversity policy</li> <li>• To advise customers of the complaints process</li> </ul>		
<b>Which type of data will be used by implementation of this policy? (e.g. personal, sensitive or special category)</b>	Personal data will be used to implement this policy.		
<b>What outcomes are wanted from this policy? (e.g. necessary to meet legal obligations)</b>	To ensure that all decants are dealt with in line with in accordance with legal provisions and contractual terms contained within the tenancy agreement		
<b>Which groups could be affected by the policy? (note all that apply)</b>			
<b>Tenants</b>	X	<b>Committee</b>	
<b>Employees</b>		<b>Contractors</b>	
<b>If the policy is not relevant to any of the data groups listed above, state why and end the process here.</b>			
<b>Have those affected by the policy / decision been involved?</b>			
Prior to decanting, tenants affected were invited into the office for discussion on the process and advised of the supports that we will put in place to make it as stress-free as possible.			
<b>Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.</b>	<b>Positive Impact(s)</b>		<b>Negative Impact(s)</b>
	That essential works would be completed.		Upheaval of having to move.



<b>What actions are required to address the impacts arising from this assessment? (This might include: additional data, putting monitoring in place, making adjustments, taking specific action to mitigate any potentially negative impacts)</b>	Supports were put in place to assist tenants with the move. We have also regularly checked in with the tenants to ensure that they are kept up to date with progress.
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Signed:	<i>Elaine Somerville</i>
Dated:	5/8/22