



Decant and Home Loss Disturbance 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 require to be moved on a temporary basis (decanted) or a permanent basis (home loss) where the Association is seeking to carry out major works, remodelling or demolition. It will cover both normal decant situations and emergency decant situations.

Purpose of the Policy

The Decant & Home Loss Disturbance 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 or when they are required to be moved on a permanent basis due to major works, remodelling or demolition of their property. 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 and home loss
- To ensure that all decants and home loss 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 and home loss are dealt with in accordance with our equality and diversity policy
- The calculation of any amount due, if not determined by statute, will be based on a fair assessment based on the principle of disturbance payments
- To ensure every effort will be made to determine the amount due as soon as possible after the event. Consideration will be given to interim payments if there are issues with financial hardship.
- 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
- The Land compensation (Scotland) Act 1973

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

Outcome 1 - Equalities

- EHA support the right to adequate housing;
- Every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

Outcome 2 - Communication

‘Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides’.

Outcome 3- Participation

‘Tenants and other customers are offered a range of opportunities that make it easy for them to participate in and influence their landlord’s decisions at a level they feel comfortable with.’

Outcome 4- Quality of Housing

‘Tenants’ homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy; and also meet the relevant Energy Efficiency and Zero Emission Heat Standard.’

Outcome 5 – Repairs, Maintenance and Improvements

‘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 7/8/9 – Housing Options

‘People looking for housing get information that helps them make informed choices and decisions about the range of housing options available to them’

Outcome 11 - Tenancy Sustainment

Tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations.

- The SHR's statutory objective is "to safeguard and promote the interests of current and future tenants, people who are homeless, factored owners and Gypsy/Travellers."
- The Regulators role also includes monitoring, assessing and reporting on Social Landlords performance of housing services.

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.

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

Policy Title	Location
Allocations Policy	V:\Elderpark Policy Suite\Housing Management Policies\H2 Allocations Policy.pdf
Complaints Handling Policy and Procedure	V:\Elderpark Policy Suite\Governance Policies\G9 Complaints Handling Policy and Procedure.pdf
Equality, Diversity and Inclusion Policy	V:\Elderpark Policy Suite\Governance Policies\G13 Equality, Diversity and Inclusion Policy.pdf

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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 and home loss.
- 1.3 We recognise that there are situations which arise where we are required to rehouse a Tenant or groups of Tenants and their households elsewhere, on a temporary basis, for essential repairs, stonework repairs on in an emergency situation such as a fire or flooding.
- 1.4 There may also be times when we need to move a Tenant or groups of Tenants and their households to another home permanently, for example where their home is be refurbished, modernised or demolished. This Decant and Home Loss Policy applies to both these situations. Tenants who are moved permanently may have a right to compensation for the loss of their home under the Land Compensation (Scotland) Act 1973.

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 on a temporary basis or permanent basis so that essential or major repair works, remodelling or demolition 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 and home loss to both staff and Tenants
- To ensure that the process for dealing with decants and home loss is dealt with within existing legal provisions, the tenancy agreement and best practice guidelines
- To ensure that our decant and home loss methods are 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 and home loss process with the focus on Tenants' health and safety being paramount.
- We will make statutory payments to Tenants who suffer loss or who incur costs as a result of having to move permanently.
- All payments including those made at the discretions of the Association will be offset, wholly or partly, against any debts owed to the Association by the Tenant
- To minimise rent loss
- To provide alternative 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 Tenant 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”

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”

5. Context

5.1 We will consider decanting a Tenant to alternative accommodation when:

- Maintenance or planned programme works are likely to take more than a few days 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
- The Tenant is vulnerable and unable to cope with the anticipated disruption to daily living
- 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 We will consider moving a Tenant to permanent alternative accommodation when:

- Their home requires to be refurbished, modernised or demolished

6. Decant Accommodation

6.1 If there is a need to decant a Tenant on either a temporary or permanent basis we will offer other suitable accommodation. The definition of “other suitable accommodation” will comply with the definition contained in the relevant legislation currently in force. We will take the following factors into account when considering whether the alternative accommodation is reasonably suitable to the needs of the Tenant and the Tenant household:

- Size of the accommodation needed by the Tenant and their household in accordance with EHA allocation policy
- A property within our existing stock
- A property belonging to a neighbouring Association
- Hotel or bed and breakfast accommodation (only where the decant is a result of an emergency and is for a short stay until we can find alternative accommodation)
- Consider the location for specific family support/medical or work reasons.

6.2 We will ensure that all accommodation, including decant accommodation, we provide will be to our normal letting standard and will be wind and watertight plus:

- Fitted flooring throughout with vinyl floor covering in kitchen and bathroom;
- A fully operating heating and hot water system.

6.3 It is acknowledged that some Tenants may prefer to find their own temporary decant solution by staying with relatives or friends. In this situation, we will secure or store household contents, credit the rent account and pay the Council Tax for the period that the Tenant is not in residence in their own home

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. Occupancy Agreement and Rent During the Decant Period

- 8.1 As part of the decant process the Tenant will be required to sign an occupancy decant agreement for the decant property agreeing that they will return to their tenancy on completion of the works.
- 8.2 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, where possible.
- 8.3 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.
- 8.4 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.
- 8.5 Tenant's on Universal Credit will continue to receive their rent element as normal for their permanent tenancy.
- 8.6 We will provide home loss and disturbance where:
 - The Tenant is unable to return to their home after major works or remodelling has been carried out
 - We will make statutory payments to Tenants who suffer loss or who incur costs as a result of having to move permanently because of what we or our agents may need to do to their homes
 - We will attempt to minimise distress and inconvenience for people whilst attempting to offer them the best housing options available to the Association
 - We will assist Tenants in arranging any move required as a result of major works

9. Remaining in the Decant Home

- 9.1 Although Tenants have no legal right to remain in a temporary decant home, we recognise there may be occasions where a Tenant wishes to do so. In this situation, a Tenant who has been decanted on a temporary basis may be allowed to remain in their decant home if:
 - a) The Tenant meets all of the transfer eligibility criteria detailed in our current Allocations Policy; and
 - b) The decant home is not required as part of an ongoing decant programme; and
 - c) The decant home has not already been pre-allocated to another Tenant or applicant who has received a formal offer for the home or who cannot be allocated another home that equally suits their needs; and

Tenants who have permission to remain in their temporary decant accommodation or who decant permanently to a new home will enter into a new tenancy agreement for this new home

10. Refusing a Tenant to Remain in a Decant Property

In certain circumstance it may not be approved that a tenant can remain in the decant property for example:

- If specific adaptations have already been instructed or made to the permanent home
- If the Association will experience financial loss as a result of the Tenant not returning to their permanent home.

11. Tenant Refuses to Leave a Decant Property

The Association will, where possible, work with tenants to address the reasons why they are unable to either remain in the decant accommodation on a permanent basis or return to their permanent address. However, if a tenant fails to engage constructively with the Association and no agreed arrangement can be reached, legal action will be pursued.

As the tenant does not hold a tenancy agreement for the decant property, the Association is entitled to terminate the contractual arrangement allowing their occupation. A letter will be issued by the Association's solicitor, advising the tenant that they have seven days to vacate the property. If they fail to do so, legal proceedings will be initiated, with expenses sought against the tenant.

Should the tenant continue to refuse to leave, the Association will proceed with eviction proceedings on the grounds that the tenant has no legal right or entitlement to remain in the decant property.

12. Support Measures

12.1 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 their removal and cover costs
- 12.2 We will advise the Tenant to arrange for their T.V and internet to be changed to the decant address. Any costs associated with this will be covered by us.
- 12.3 We will ensure that the property is left in the same decorative standard that it was prior to any works being done.

13. Tenant Liaison

- 13.1 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 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

14. Compensation

- 14.1 **Statutory Home Loss** - A home loss payment is intended to compensate a Tenant who must leave their home permanently because of redevelopment work, work of a substantial nature or demolition. It is a payment in recognition of the upheaval and upset of losing their home.

The law relating to Home Loss Payment is contained in the Land compensation (Scotland) Act 1973

A Tenant who qualifies for a statutory Home Loss payment will receive a fixed rate payment of £1500. If two or more persons are entitled to a Home Loss payment in respect of one home, then the payment will be divided equally between them.

A claimant is required to meet the following criteria in order to qualify for a home loss payment;

- They must have occupied the property as their only or principal home for a least one year prior to displacement

- The move must be permanent displacement from the Tenants dwelling
- The claimant must be a Tenant and have a Scottish Secure Tenancy Agreement (SST), or if the Tenant is no longer staying in the house, be a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981, or any person with any “interest in the dwelling house”
- In the event of amalgamations, the end result must be radial and far-reaching
- In addition, a claimant’s removal must be in consequence of one of the following events (known as a qualifying event):
 - Compulsory acquisition of the home by a body with compulsory purchase powers
 - Demolition, improvement or closing order under the Housing (Scotland) Act 1987
 - The development of land acquired by an authority with compulsory purchase powers
 - Improvement or redevelopment by a Registered Social Landlord
 - Demolition of a dangerous building; or
 - A Court Order for recovery of possession proceedings by a Registered Social Landlord, with suitable alternative accommodation being available to the Tenant. This only applies to claimants with secure tenancies.

Statutory entitlement to a Home Loss payment starts at the point at which a decision has been taken, for example, to demolish or radically alter a home, and that decision has been made known to the Tenant. The knowledge of the claimant is important because the removal must have been triggered by a qualifying event and be a consequence of a decision having been taken.

Home Loss payment claims must be made within 5 years from the date of removal. If a Tenant qualifies for a statutory payment, then it must be paid within the current statutory time limit (currently to be made on or before the date of displacement or within three months of the claim being made, whichever is the latest). Tenants are entitled to interest on the outstanding amount if payments are not made within the statutory time limit.

- 14.2 Disturbance Payments - The basis for disturbance payments is that the Tenant is entitled to the losses occasioned with being “disturbed” permanently from their premises. Disturbance payment is only paid if the Tenant is entitled to a home loss payment.

Every loss should be considered on its merits and should be recoverable if it is a natural, direct and reasonable consequence of being disturbed. The onus is on the claimant to justify their claim.

The disturbance is only paid if the redevelopment is the prime reasons for a permanent move. Home loss and Disturbance payments are paid to the Tenant(s) and no other persons in the household are entitled to payment.

Disturbance is based on “like for like” so that a Tenant is left in no better or worse situation. For example, if existing carpets do not fit in the new property a Tenant is compensated for the loss of second-hand carpets not the cost of a new carpet.

Home loss and disturbance payments are not paid if the Tenant is to return to the house from which they were decanted.

15. Training

Staff will be fully conversant and trained to carry out all aspects of the policy and procedures in a fair and equal manner.

16. Complaints

Tenants will be advised to go through our Model Complaint Handling procedure if they are unhappy with any aspect of the decant and home loss 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

17. Monitoring of the Policy

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

18. Review

This policy will be reviewed every 5 years or as good practice and legislative changes dictate.

Appendix 1 – Decant Disturbance Payments and Arrangements

Arrangements	How it should be carried out and paid for	
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move
Furniture removals	We will arrange and pay for the furniture removal. A packing service can be provided if Tenants are considered not capable of doing it themselves.	As temporary move.
Storage of household goods	We will arrange for the storage of carpets, curtains, blinds and/or household goods if required	Not relevant.
Appliance disconnecting & reconnection	We will arrange for the gas/electrical appliances to be disconnected and reconnected (i.e. cookers and washing machines). <i>It is the tenant's responsibility to ensure that their appliances meet the existing legal standards for safety. If any contractors are made aware or discover no work will be taken to reconnect/disconnect appliances</i>	We will arrange for the gas/electrical appliances to be disconnection and reconnection (i.e. cookers and washing machines). <i>It is the tenant's responsibility to ensure that their appliances meet the existing legal standards for safety. If any contractors are made aware or discover no work will be taken to reconnect/disconnect appliances</i>
Telephone disconnecting & reconnecting	We will arrange and pay for the disconnection and reconnection of telephone	We will arrange and pay for the disconnection and reconnection of telephone
Adaptations	We will arrange and pay for the cost of any physical adaptations needed to the decant accommodation to enable the Tenant to sustain their tenancy. This may include moving existing adaptations from their current home. The advice of an Occupational Therapist will be obtained, where possible, before an adaptation is installed.	As temporary move.

Arrangements	How it should be carried out and paid for	
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move
Lifting and relaying floor coverings	<p>We will provide floor coverings in the temporary decant accommodation and will make arrangements, if possible, for the Tenant's existing floor covering to be taken up and stored for the period of the decant.</p> <p>We will arrange and pay for the floor covering to be returned and refitted at the end of the decant period.</p> <p>Where floor covering cannot be salvaged or refitted, or additional floor covering is required, then tenants will need to make a claim for this through their contents insurance.</p>	<p>Standard compensation or disturbance payments in lieu of a second-hand floor covering will be provided based on the Associations compensation policy as follows:</p> <p><i>Maximum payment of £200 for floor coverings per room (There are conditions in that money is only paid if old carpets do not fit and will be paid on a like for like basis as opposed to a new for old basis)</i></p> <p><i>If a tenant wishes to be compensated for a larger amount you have to justify their claim based on evidence, which should be collated prior to moving, and it will be considered by applying the legal principles</i></p>
Taking down and rehangng curtains and blinds	<p>We will provide blinds in the temporary decant accommodation and will make arrangements and pay for the Tenant's existing curtains and blinds to be taken down and stored</p> <p>Where curtains and blinds cannot be salvaged or refitted, or additional floor covering is required, then tenants will need to make a claim for this through their contents insurance.</p>	<p>The general expectation is that the Tenant will maximise the refitting of existing curtains and blinds and only claim for those window areas where they cannot be refitted or adapted. The cost of refitting or adapting existing curtains or blinds or having to buy new curtain tracks is an eligible cost.</p> <p><i>A maximum payment of £150 per room will apply</i></p>

Arrangements	How it should be carried out and paid for	
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move
Redirection of mail	We will provide mail redirection forms and pay the cost of redirection of mail for the period of the decant for each person in the Tenant's household.	We will provide mail redirection forms and pay the cost of redirection of mail for six months from the new tenancy start date for each person in the Tenant's household who has a different surname.
Insurance	Tenants are expected to advise their home content insurers of their move. We will pay the cost of any increase in premium payments that results from the move to the decant home, but only for the period of the temporary decant.	Tenants are expected to advise their home content insurers of their move. We will pay the cost of any increase in premium payment that results from the move to the new home for six months from the new tenancy start date.
Time off work	Where a Tenant has lost earnings to take time off work on the removal day, they will be compensated for this loss on production of a letter certified by their employer or on evidence of lost income through self-employment. This will be limited to one adult per household.	As per temporary move.
Daily meal allowance	Where cooking facilities are not available, an allowance of £25 per household member per day will be provided for meals.	N/A
Advise electricity and gas companies of move arrangements	We will arrange for meters to be read at both properties on the day of the move and advise the utility companies that the Tenant is moving from their home to the decant home. <i>The Tenant will be responsible for paying the electricity and gas bills for the decant accommodation. EHA will pay the standing charges for the Tenant's home for the period that they are decanted.</i>	We will arrange for the meters to be read in both properties and advise the utility companies you have moved

Arrangements	How it should be carried out and paid for	
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move
Advise Council Tax of move arrangements	We will advise Council Tax that the Tenant has moved to temporary decant accommodation. The Tenant will remain liable for the Council Tax payments on their own home unless this is agreed otherwise with the relevant Council.	We will advise Council Tax that the Tenant has moved to a new home.
Advised Housing Benefit/DWP of move arrangements	We will advise Housing Benefit that the Tenant has moved to temporary decant accommodation (or when the Tenant is in receipt of Universal Credit, we will assist the Tenant to update their journal with DWP accordingly). In both instances the Tenant is still responsible for paying the rent on their own home. We will also advise Housing Benefit/DWP when the Tenant moves back to their own home.	We will assist the Tenant to make a new claim for Housing Benefit for their new home or assist them to update their Universal Credit journal.
Home loss payment	N/A	Homeless payment is based on a statutory amount of £1,500.00. This will be paid to you within a month of your being decanted or by the date you move to another permanent address
Tenancy Related Debt	On the basis of one party owing another money, any debt will be offset by any payment due. This means that if you owe the Association rent arrears, rechargeable repairs or court costs the Association will offset this against disturbance and homeless payment which we owe to you.	On the basis of one party owing another money, any debt will be offset by any payment due. This means that if you owe the Association rent arrears, rechargeable repairs or court costs the Association will offset this against disturbance and homeless payment which we owe to you.

Appendix 2 - GDPR Impact Assessment

Name of Policy to be assessed	Decant and Home Loss Policy	New policy or revision of existing?	New Policy
Person(s) responsible for assessment		Rachel Cooper	
Briefly describe the aims, objectives and purpose of the policy.	<p>The aims, objectives and purpose of the policy is to:</p> <ul style="list-style-type: none">• To give clear guidance on the process for dealing with decants and home loss to both staff and Tenants• To ensure that the process for dealing with decants and home loss is dealt with within existing legal provisions, the tenancy agreement and best practice guidelines• To ensure that our decant and home loss methods are 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 and home loss process with the focus on Tenants’ health and safety being paramount.• We will make statutory payments to Tenants who suffer loss or who incur costs as a result of having to move permanently.• All payments including those made at the discretions of the Association will be offset, wholly or partly, against any debts owed to the Association by the Tenant• To minimise rent loss• To provide alternative accommodation that meets the existing household’s requirements and medical needs where possible.		
Which type of data will be used by implementation of this policy? (e.g. personal, sensitive or special category)	Personal and potentially sensitive information will be used by implementation of this policy.		

What outcomes are wanted from this policy? (e.g. necessary to meet legal obligations)	The outcomes of this policy are to ensure that we have an accountable process to identify and put in place procedures to deal with decanting Tenants on a temporary basis or permanent basis so that essential or major repair works, remodelling or demolition can be carried out, in accordance with legal provisions and contractual terms contained within the tenancy agreement.
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Which groups could be affected by the policy? (note all that apply)

Tenants	X	Committee	X
Employees	X	Contractors	X

If the policy is not relevant to any of the data groups listed above, state why and end the process here.

Have those affected by the policy / decision been involved?

1

Tenants will be made aware that the association has made changes to the decant and home loss policy. There is no requirement for consultations

Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.	Positive Impact(s)	Negative Impact(s)
	None	None
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)	The Association has systems and checks in place to ensure that personal data remains confidential. Information will be shared with work colleagues on a strictly 'need to know' basis.	

Signed:	Rachel Cooper
Dated:	07.08.2025

Appendix 3 – Equality Impact Assessment

Name of Policy to be assessed	Decant and Home Loss Disturbance Policy	New policy or revision of existing?	New Policy
Person(s) responsible for assessment		Housing Manager	
1. Briefly describe the aims, objectives and purpose of the policy.	<p>The aims, objectives and purpose of the policy is to:</p> <ul style="list-style-type: none">• To give clear guidance on the process for dealing with decants and home loss to both staff and Tenants• To ensure that the process for dealing with decants and home loss is dealt with within existing legal provisions, the tenancy agreement and best practice guidelines• To ensure that our decant and home loss methods are 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 and home loss process with the focus on Tenants’ health and safety being paramount.• We will make statutory payments to Tenants who suffer loss or who incur costs as a result of having to move permanently.• All payments including those made at the discretions of the Association will be offset, wholly or partly, against any debts owed to the Association by the Tenant• To minimise rent loss• To provide alternative accommodation that meets the existing household’s requirements and medical needs where possible.		
2. Who is intended to benefit from the policy? (e.g applicants, tenants, staff, contractors)	It applies to all tenants and staff that are responsible for implementing policy and procedures when tenants require decant on temporary or permanent basis and also when tenants are entitled to compensate for home loss.		

3. What outcomes are wanted from this policy? (e.g the measurable changes or benefits to members/ tenants / staff)	The outcomes of this policy are to ensure that we have an accountable process to identify and put in place procedures to deal with decanting Tenants on a temporary basis or permanent basis so that essential or major repair works, remodelling or demolition can be carried out, in accordance with legal provisions and contractual terms contained within the tenancy agreement.		
4. Which groups could be affected by the policy? (note all that apply)			
Age	x	Disability	x
Gender reassignment	x	Marriage and Civil Partnership	x
Pregnancy and Maternity	x	Race	x
Religion or Belief	x	Sex	x
Sexual Orientation	x		
5. If the policy is not relevant to any of the equality groups listed above, state why and end the process here.			
6. Have those affected by the policy / decision been involved?			
Tenants will be provided with details on how the association deals with decant accommodation and home loss if they request information and information will be made available on our website.			
7. Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.	Positive Impact(s)		Negative Impact(s)
	None		none
8. 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)	N/A		
Signed:		Rachel Cooper	
Dated:		07.08.2025	

