

## **Decant Policy**

### **1.0 Introduction**

This policy outlines One Manchester's approach to decanting customers, including leaseholders and home owners and the circumstances under which we will pay compensation and other associated costs in line with current legislation.

Decanting is the process where it is necessary for customers to move from their home on either a temporary or permanent basis which is outlined as;

- An emergency or temporary decant is where we expect the customer to return to their main home (original property);
- A permanent decant is where the customer would move to another property and will not move back to their original property.

### **2.0 Purpose**

The purpose of this policy is to ensure we treat all customers in a fair and consistent manner and to provide clarity on the arrangements which will take place when a customer has to move out of their home on a temporary or permanent basis.

### **3.0 Scope**

This policy applies to any tenant, leaseholder or owner who has been informed by One Manchester that they will be required to move out of their current home on a temporary or permanent basis for the following but not limited to reasons;

- In cases of emergency, such as fire or flood damage;
- To undertake demolition, modernisation or major repair works to our property;
- Any other reason where we feel a decant is deemed necessary for the health and safety of the current occupant or other residents.

### **4.0 Policy**

In all cases of decant, whether on a temporary or permanent basis we will;

- If required provide and where appropriate pay for emergency accommodation;
- Provide the customer with the expected timescales for work to be completed and where appropriate expected return date;
- Consult and involve the customer in any decision in relation to decant arrangements and any offer of alternative accommodation;
- Work closely with the customer concerned to ensure we assess their individual needs and requirements to provide the necessary support throughout;
- Pay the cost for storage of any of the customers furniture or goods as required during the process;
- Ensure any temporary decant period is kept to a minimum;
- Work with the customer to ensure any benefits continue to be received;
- Cover the cost of any standing charges for utilities in the customers' main property;
- Offer rehousing advice and support to occupants or leasehold properties who are not the leaseholder;

- Give priority rehousing status to any customer whose home is due to be demolished.

#### **4.1 *Emergency or Temporary Decant***

Under emergency decant arrangements, the customer will be required to continue to pay the rent, council tax and utility bills at their current home. We will pay for the cost of the temporary accommodation and any reasonable expenses agreed with the customer.

The customer will sign a license agreement for the decant property. The licence will provide the customer with legal permission to occupy the decant property.

#### **4.2 *Permanent decant***

There will be occasions when a permanent move is necessary. In this instance, the following guidance will apply;

If we have assessed that a permanent decant is required, we will consult with the customer to agree and confirm the location of the permanent decant. We will make all attempts to offer suitable alternative accommodation for the customer; however If this cannot be agreed and the customer refuses to move and it is essential that works take place to the property for any reason then we may take legal action to progress the work.

In cases where a permanent decant is required, we will pay the customer a one off disturbance payment of £1500 to cover costs of items such as redecoration, reconnection or redirection of mail.

#### **4.3 *Decanting Owner Occupiers***

In cases where One Manchester has responsibility for decanting owner occupiers, we will work closely with them to provide an agreed alternative solution.

#### **4.4 *Leaseholders***

In cases where there are customers who are a customer of a One Manchester leaseholder, we will negotiate directly with the leaseholder and not the occupant.

We will support the occupant of the leasehold property to obtain alternative accommodation via our Allocations Policy.

#### **4.5 *Rehousing options***

We will make every effort possible to ensure that customers are offered properties in their area of choice; whether that is currently in the area where they live or elsewhere. In these circumstances the customer will be offered a new tenancy with One Manchester or our partner organisations based on the following arrangements;

- If a customer is to be moved on a permanent basis, this will result in a new allocation;
- The customer will be offered the same size property they currently occupy unless it would be under occupied by two or more bedrooms or if the customer chooses to accept a smaller property;
- The customer surrenders their original tenancy and signs a new agreement for the property that they move to;

- The customer will be offered the same security of tenure and rights they had with their previous tenancy;
- Any medical needs for the new property will be assessed in line with the current Allocations Policy.

The customer will be advised in advance of any change in the weekly rental charge based on any change in the size or tenure of the new property.

#### **4.6 Security of Tenure**

We will in all circumstances:

- Provide a tenancy to any customer who moves on a permanent basis the same rights as their existing tenancy unless agreed with the customer;
- Ensure that customers who choose to move to a property which does not have the same rights under their existing tenancy fully understand the implications to them.

#### **4.7 Home Loss Payments**

The amount of home loss payable to an owner occupier having an owner's interest as defined in Section 7 of the Acquisition of Land Act 1981 (that is, freeholders or leaseholders having an unexpired term of more than three years) is 10% of the market value of the claimant's interest in the dwelling subject to a minimum payment and a maximum payment.

In the case of compulsory acquisition the market value will be the value of the interest assessed for that purpose. Where there is no compulsory acquisition (as for example with certain housing orders) the market value will be that which would be assessed if the property were being compulsorily acquired. Such value may be taken to include any development or ransom value present.

Where customers are required to move permanently as a result of demolition or major planned redevelopment works they are entitled to a statutory home loss payment. The amount of home loss payable to a person is set out in Section 30 of the Land Compensation Act 1973.

We will for the purposes of this policy pay the minimum home loss payment in line with current legislation. We may negotiate individual arrangements as required with customers however our current payments will be;

- For a current tenant the minimum amount of home loss as set out in legislation;
- For home owners, 10% of the current market value of the property plus the minimum home loss payment;
- For leaseholders 10% of the stake held in the property plus the minimum home loss payment.

Customers will only receive one payment. If there are joint customers, the sum is divided proportionally between all joint customers in the household. In order to be entitled to home loss payment, the following must apply

- The customer must have occupied the property as their sole or main residence for a period of one year or more prior to the date of displacement;
- The move must be permanent and not temporary;
- The customer must be a full assured customer, an employee in tied property, or any person with any 'interest in the dwelling house'.

Payment of home loss will only be processed once the customer returns the keys to One Manchester for their former property and signs a termination form to end their tenancy.

One Manchester will deduct any rent arrears or recharge costs from the home loss payment. The amount of the deduction will be the total arrears as at the date of termination of their original tenancy.

## **5.0 Method & Approach**

To deliver this policy we will have in place appropriate procedures and processes in place. The approach to any long term decants will ensure full consultation and ensure that customers in the areas affected have a voice in development of plans.

## **6.0 Responsibility**

The Group Director of Place is responsible for ensuring this policy complies with legislative requirements.

Managers and staff who deal with any decant whether temporary or permanent are responsible for implementing this policy and ensuring the delivery is in line with supporting documents.

## **7.0 Equality & Diversity**

An Equality Impact Assessment has been carried out and it has been assessed that this policy will have a neutral impact on the nine protected characteristics.

## **8.0 Monitoring, Review & Evaluation**

In monitoring this policy we will:

- Update this policy as required with changes in legislation or working practices and a full review will be completed every three years;
- Keep up to date and accurate records of all decisions made to decant residents.

## **9.0 Legislation and Link to other Documents**

- Land Compensation Act 1973;
- Housing Act 1985;
- Housing Act 1988;
- Planning & Compensation Act 1991;
- Equality Act 2010;
- OM Neighbourhood Management Policy;
- OM Adults at Risk of Harm Policy.