



Guildford Borough Council Housing Services Alternative Accommodation (Decant) Policy

Document Information

Version Control: Version 2.0

Policy Service Owner: Housing Services

This document replaces: Draft version 1.0

Document creation date: December 2024

Next review date: December 2027

Governance route: Executive Approved February 2025

Table of Contents

1. Introduction.....	3
2. Policy Statement	3
3. Aims of the Policy.....	3
4. Legal Framework	4
5. Consultation and Communication	4
6. Needs Assessment	5
7. Bedroom Needs Assessment	5
8. Offers.....	5
9. Refusal to Move	5
10. Compensation and Costs.....	6
11. Policy Outcomes	6
13. Reviews and Complaints	7
14. Equality and Diversity	7
15. Data Protection and Retention of Information	7
Appendix A	8

1. Introduction

- 1.1. This policy sets out the approach Guildford Borough Council (GBC) takes to moving residents from their homes in order for either work to be carried out to their property where it is not safe or possible for the resident to remain whilst work is carried out, for example in cases of subsidence, or where it is damaged in an emergency, such as fire or flood, or where a decision has been made to remodel, redevelop or dispose of the property (decants for residents in some circumstances, rehousing home owners).
- 1.2. A decant is when a resident moves from their current home to another property or accommodation, either temporarily or permanently.
- 1.3. Rehousing owner-occupiers will only be considered in limited circumstances where the Council acquires the property using compulsory purchase powers for example the Acquisition of Land Act 1981 and the Land Compensation Act 1973.
- 1.4. The property that the resident moves to may be Council owned, a Registered Provider (RP) property or privately owned. The resident may also decide to arrange their own accommodation on a temporary basis with friends or family.

2. Policy Statement

- 2.1. Decanting is a term used to explain the process where residents must move temporarily or permanently from their homes because of health and safety concerns, the property is uninhabitable, for example, due to fire or flood, the property is going to be disposed of or works cannot be carried out whilst the tenants are still residing at the property.
- 2.2. Responsibility for housing decanted tenants, leaseholders and freeholders lies with the landlord of the affected residents, though this does not prevent re-housing into another landlord's property where this meets resident needs and is agreed by them. This document details the Council's approach to decanting affected residents where the Council is the landlord.
- 2.3. The policy outlines a managed decanting process, which offers alternative accommodation (where appropriate and in line with the Allocations Policy) as well as compensating for expenses incurred, in line with legal requirements and existing best practice.
- 2.4. The policy will ensure no person will receive less favourable treatment on the grounds of race, gender, religion or belief, age, sexual orientation, disability, appearance, economic status or marital status.
- 2.5. This policy will be reviewed regularly, to reflect changes in the levels of payments and to ensure it is consistent with our Allocations Policy.

3. Aims of the Policy

- 3.1. The aims of this policy for residents decanting both temporarily and permanently are:
 - To ensure decants operate in a fair, equitable and reasonable manner and in accordance with our current Allocations Policy.
 - To ensure the health and safety of our tenants is prioritised.
 - To deliver simple but effective consultation and feedback with decanting residents at the earliest opportunity and throughout the process.
 - To enable decants to be carried out to minimise disturbance to residents.
 - To ensure our decant process is customer focussed and flexible and considers the individual needs of each resident and household member.

- To establish a basis for making offers of support, both financial and practical, to residents obliged to decant.
- To enable the Council to make best use of stock through timely access for improvement, development and remodelling work or where a decision has been made for disposal.
- To minimise rent loss to the Council by having a joint approach to decants in line with our current Allocations Policy and the development/refurbishment process.
- To ensure that the best use is made of the Council's resources.

4. Legal Framework

- 4.1. This policy covers all eligible residents and leaseholders where regeneration, demolition, major works, refurbishment and improvement of occupied housing is proposed or when a property cannot be inhabited due to fire or flood, need for repair, refurbished or is to be demolished and rebuilt as part of a planned maintenance programme, development programme, major works or due to an emergency. Temporary Homelessness residents and service occupation are not eligible under this policy.
- 4.2. The list of legislation below is to be consulted when carrying out decanting and using this policy:
 - Homelessness Act 2002
 - Housing Act 1985
 - Housing Act 1996
 - Housing Act 2004
 - Housing and Regeneration Act 2008
 - Human Rights Act 1998
 - Land Compensation Act 1973
 - Planning and Compulsory Purchase Act 2004
 - Town and Country Planning Act 1990
 - Social Housing (Regulation) Act 2023
- 4.3. The legislation covers both local housing authority options and powers, as well as resident rights and powers.

5. Consultation and Communication

- 5.1. The Council acknowledges that moving home is a stressful experience, especially where a resident may feel their options are limited. This Alternative Accommodation (Decant) Policy ensures that decants are carried out appropriately and efficiently with the minimum stress and disturbance to residents.
- 5.2. If a decant is necessary, the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with residents when they are substantially affected. Consultation must be at a time when proposals are still at an early stage and the Council will consult with all affected persons.
- 5.3. Any redevelopment or refurbishment requires residents, leaseholders and officers to work together. Coordination of communication and consultation will be carried out by our Neighbourhood Housing Team who will be the main point of contact for residents. For larger schemes, consultation work and support may be provided by a specialist Case Worker. This officer will work closely with the appropriate officers in the Neighbourhood Housing Team,

Property Services and the Housing Advice/Allocations Team to ensure information is shared and to assist in providing the necessary support and advice to our residents.

6. Needs Assessment

- 6.1. Following technical information received by Property Services a decision will be made by the Neighbourhood Housing/Technical Teams as to whether the resident needs to be decanted in the short term or long term and whether that decant will be temporary or permanent.
- 6.2. Every qualifying resident will have an initial home visit from the Neighbourhood Housing team where their preferences, expectations and options will be discussed. This home visit will include an assessment of support needs, an assessment for any aids and adaptations requirements and a property inspection.
- 6.3. The Council will look at all options including whether it is possible for residents to stay with friends or relatives, but if an alternative property is necessary, Council stock will be utilised where possible for any decant as outlined in the Decant Procedure.
- 6.4. Where residents are to be decanted from their home the following will apply:

Temporary Decant

- If their home is to be refurbished or repaired, the resident will remain the resident of their original home. Where residents are moving temporarily and can return to their existing home, a Temporary Licence will be signed for the decant property.
- Residents will continue to pay their current rent under their existing tenancy
- Residents will have the right to return to their original home on completion of the work
- They may also be allowed, at the Council's discretion, to choose to remain in the decant property subject to room size qualifications.

Permanent Decant

- If the property is demolished, the resident will receive an alternative property with the same security of tenure as previously enjoyed.

7. Bedroom Needs Assessment

- 7.1. All residents who need to be decanted temporarily will be provided with a property in accordance with the bedroom needs assessment. Any resident currently under-occupying their property may be moved to smaller property. This means that some residents will still be required to downsize from their current home temporarily.
- 7.2. All residents that are decanted permanently, will be rehoused in accommodation of similar size to their current accommodation.

8. Offers

- 8.1. It is the Council's aim to make sure all residents and leaseholders are made suitable offers based on their requirements within a reasonable timescale to enable works to proceed. Residents will be made one offer in accordance with paragraph 7 above. The Council will consider the preferences of the resident previously expressed as well as the availability of stock and demands from other households for whom the Council has a legal duty to accommodate.
- 8.2. Residents will have the opportunity to discuss the property being considered for offer before a formal offer is made to minimise the possibility of refusal.

9. Refusal to Move

- 9.1. If the resident refuses the offer the Council can, as a last resort, commence legal proceedings (see below) but will in all cases seek to achieve a successful offer before relying on its legal rights under Ground 10 of Schedule 2 to the Housing Act 1985 to obtain possession. Possession will only be granted by a court where the court is of the view that suitable alternative accommodation is being provided.

10. Compensation and Costs

10.1. The Council will normally provide financial assistance towards the costs of a decant.

10.2. There are four types of payments that tenants may be entitled to under this policy:

- Disturbance payments
- Subsistence payments
- Home Loss payments
- Discretionary compensation

10.3. Disturbance Payments

The Council will help with some, or all the reasonable expenses associated with decanting residents as detailed in Appendix A.

10.4. Subsistence Payments

Subsistence payments will be made to residents who are decanted to temporary accommodation that has no cooking facilities or food included in the accommodation, for example, a hotel. Any subsistence payments should be made directly to the resident by the Neighbourhood Housing Team.

10.5. Home Loss Payments

A Home Loss payment is a statutory payment made to a resident to compensate for having to move out of their home as a result of the Council requiring them to move permanently. It is not payable for residents who temporarily move out of their home and are able to return to their original property once the work is completed.

Home Loss payment requires that the resident has resided in their property as their principal home for at least 12 months prior to the decant date. In all circumstances the home loss payment is limited to one payment per Tenancy, joint residents will therefore receive one payment between them.

A resident choosing to remain in the decant property, rather than return to their original home, and which is not presented to the resident as a mandatory requirement to leave the original home will not trigger the Home Loss Payment.

10.6. Discretionary Payments

Discretionary payments are payments made over and above the Council's obligations set out above and can be used as an incentive to move. The Council needs to be satisfied that making a discretionary payment is a reasonable approach in an individual case and will therefore balance the costs of the discretionary payment against the costs of legal action. A discretionary payment can only be authorised by the Assistant Director of Housing.

11. Policy Outcomes

- 11.1. By successfully implementing this policy we will enable the Council to make best use of stock through timely access for improvement, development and remodelling work or where a decision has been made for disposal.

- 11.2. The effective implementation of this policy will mean that all GBC residents are treated in a fair and transparent manner, in accordance with our policy, the relevant regulatory standards and applicable legislation.

12. Monitoring and Review

- 12.1. In line with the Council's Policy Framework, this policy is scheduled to be reviewed every 3 years, unless due to a change in Government legislation or regulatory requirements, the review period will be brought forward in order to ensure compliance.
- 12.2. Input and approval will be sought from our residents (via the Tenants Group) prior to making any substantive changes.
- 12.3. This is in line with our Corporate Values (Putting Communities First, Decision Making, Excellent Customer Service), and is intended to ensure our policy continues to meet the needs and aspirations of our residents.

13. Reviews and Complaints

- 13.1. Any individual who is dissatisfied with the service experienced should be encouraged to provide feedback. Complaints regarding the implementation of this policy will be dealt with in accordance with the Council's corporate Customer Complaints Policy and associated procedures.

14. Equality and Diversity

- 14.1. GBC is committed to equal and fair treatment of all sections of the community. Accordingly, no person will be discriminated against during the implementation of this policy on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- 14.2. We are committed to helping customers to access information about their homes and services in a way that suits individual needs.
- 14.3. The council aims to provide homes and services that meet the diverse needs of customers. We believe that all customers should be able to access housing, support and care services with the same ease and that the quality of our service is the same high standard for all.
- 14.4. In delivering this policy, GBC Housing's staff will comply fully with the requirements of the Council's Equalities and Human Rights Policy.
- 14.5. To comply with the Equality Act 2010, an equality impact analysis (EIA) was completed as part of the policy review. Upon completing the EIA, it was found that the implementation of the policy would support and encourage the aims of the public sector duty.

15. Data Protection and Retention of Information

- 15.1. All information will be handled in accordance with the requirements of General Data Protection Regulations and the Data Protection Act 2018. The handling and storage of personal data will be managed and stored in accordance with our Data Protection Policy and our Record Retention Disposal Schedule

Appendix A

Examples of Costs Payments

The following table outlines where Neighbourhood Housing will cover payments relating to a permanent or temporary decant.

This list is not exhaustive and other reasonable requests will be considered.

Example	Permanent Decant	Temporary Decant
Removals Company	Make the arrangements for removals to take place, and cover the cost of removals	Make the arrangements for removals to take place, and cover the cost of removals
Travel Costs to view properties	Neighbourhood Housing will make the arrangements for transportation where a resident is not able to do this, and in these circumstances will cover all costs	Neighbourhood Housing will make the arrangements for transportation where a resident is not able to do this, and in these circumstances will cover all costs
Other Travel Costs	Not Applicable	Neighbourhood Housing will consider requests to cover additional travel costs related to work or education whilst a resident is in temporary accommodation
Storage	Not Applicable	Make the arrangements for agreed items to be stored in a secure place for the duration of the decant, and cover all costs associated with this
Disconnection / Reconnection of Cooker	Yes	Yes
Disconnection / Reconnection of other appliances	Washing Machine, dishwasher and others as appropriate	Washing Machine, dishwasher and others as appropriate
Provision of White Goods	Neighbourhood Housing will ensure that a suitable cooker is available. It may not be possible for a cooker to be moved from the existing property	Neighbourhood Housing will ensure that a suitable cooker is available. It may not be possible for a cooker to be moved from the existing property Neighbourhood Housing will consider a request for additional essential white goods, such as a washing machine, based on individual circumstances

Broadband & Landline telephone	Assistance to arrange for the connection of broadband and landline, including any associated costs	Assistance to arrange for the connection of broadband and landline, including any associated costs
Mail redirection	Not applicable	Not applicable
Carpets	Neighbourhood Housing will determine whether it is viable to refit existing carpets and will meet the cost of this if possible. If refitting is not possible, an agreed allowance will be made available for the provision of new carpets where applicable in line with property size, and Landlord Services will assist with arrangements for carpets to be fitted	Neighbourhood Housing will determine whether it is viable to refit existing carpets and will meet the cost of this if possible. If refitting is not possible, an agreed allowance will be made available for the provision of new carpets where applicable in line with property size, and Landlord Services will assist with arrangements for carpets to be fitted
Curtains	Not applicable	Not applicable
Light fittings	Not applicable	Not applicable
Decoration	Not applicable	Where required, Neighbourhood Housing will undertake to carry out basic decoration of a property in line with the empty property policy and standard
Adaptations	Each case will be assessed individually and costs of adapting the property for disabled residents will be covered	Each case will be assessed individually and costs of adapting the property for disabled residents will be covered
Small scale jobs	Not Applicable	Where requested, Neighbourhood Housing will arrange for small scale jobs to be carried out up to £100 in cost

Neighbourhood Housing will not cover the cost of any work that has not previously been costed and agreed, and where this is not arranged directly through Neighbourhood Housing, receipts must be provided for any reimbursement.