

STOKE-ON-TRENT CITY COUNCIL

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City of  
**Stoke-on-Trent**

# Tenant and Leaseholder Decant Policy

Housing Revenue Account Services

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## 1. Purpose

Stoke-on-Trent City Council recognises that occasions do arise when it has to temporarily relocate tenants or leaseholders.

Decants are usually necessary when a property is in need of major repairs work or needs to be refurbished or modernised. This policy only applies when the move is temporary to facilitate these works. The policy does not apply where a customer chooses to move to a different property.

The Policy is intended to cover discretionary payments relating to temporary decants. Statutory payments for home loss and disturbance arising from permanent decants are covered by the Council's Tenant and Leaseholder Compensation Policy.

This policy has been created after consultation with tenants and leaseholders and should be considered in conjunction with the Council's Decant Procedure.

## 2. Key Principles and Service Standards

Stoke-on-Trent City Council is committed to achieving the highest possible standards in the services it provides. This policy will ensure that a consistent and fair approach to decants is taken by:

- Ensuring that tenants and leaseholders are not materially disadvantaged as a result of asset management, repairs or service failures.
- Applying this policy effectively and proportionately.

## 3. Legal & Regulatory Framework

The Council's legal power to make the discretionary payments identified in this policy is provided by:

- Land Compensation Act 1973 (in particular section 37(5))
- Housing Act 1985 (in particular section 26)
- Housing Act 1996 (in particular Part VI and VII)

## 4. Equalities Statement

Stoke-on-Trent City Council will ensure that this policy is applied fairly and consistently to customers. The Council will not directly or indirectly discriminate against any person or groups or people because of their gender, race, religion, age, disability, sexual orientation and marital status. An Equality Impact Assessment has been completed to inform the policy.

When applying this policy the Stoke-on-Trent City Council will act sensitively towards the diverse needs of individuals and communities.

## **5. Policy Detail**

### **5.1 Decanting**

This policy is intended to cover where tenants or leaseholders are decanted from their principle home under the following circumstances listed below. This is not a definitive list. Tenants and leaseholders are expected to return to their principal home as soon as the works have been completed and it is available for occupation.

#### **5.1.1 Planned Decanting**

This is a legal definition used to explain the process where residents are required to move from their homes due to demolition or major repair or improvement to the property (resulting in a significant change of character to the property, for example, building an extra room) and will require tenant or leaseholder to move out temporarily, for the works to be completed. This does not include tenants moving permanently due to transfers, mutual exchanges or choosing to end their tenancy. Under these circumstances Stoke-on-Trent City Council will work with customers in a planned and managed way to allow as much notice as possible.

#### **5.1.2 Emergency Decanting**

An emergency decant is when an unexpected event has caused a property to become uninhabitable. Examples include fire or flood damage to a property.

Tenants and leaseholders may decide to stay with friend/relatives however the council have an obligation to rehouse or to provide suitable accommodation during the period they are away from their home whilst inhabitable. Depending on the availability of council stock the length of time of the absence will vary.

Stoke-on-Trent City Council will consider a number of options, including:

- Staying in Bed and Breakfast or hotel accommodation
- Staying in temporary accommodation
- Temporary rehousing in council stock

#### **5.1.3 Temporary Accommodation**

When making an offer of temporary accommodation, Stoke-on-Trent City Council will attempt to meet the individual needs and circumstances of the tenant or leaseholder as best it can. This will be, as far as is possible, in an area which the tenant or leaseholder has chosen and matches the size and type of property the household require. Booking into and

subsequent payment of accommodation in Bed and Breakfast or hotel must be by agreement and arranged with Stoke-on-Trent City Council. Placements will only be made into this type of accommodation where Stoke-on-Trent City Council considers costs to be reasonable.

The tenant will retain their tenancy at their principle home whilst they temporarily stay elsewhere. They will be obliged to carry on paying rent for their permanent principle home. With regards to Council Tax, the council will assist the tenant or leaseholder to liaise with the Council Tax Department to ensure the correct charge is applied to the principle home. Where the tenant or leaseholder has been temporarily accommodated by Stoke-on-Trent City Council they will not have to pay for the rental costs of their temporary home. There may be circumstances where a Leaseholder has rented out their property and therefore has a contractual arrangement with their tenant. In such cases, when decanting the tenant of the Leaseholder, the Leaseholder (being the Landlord) may need to make arrangements about rent, compensation or alternative accommodation.

Transfers to alternative accommodation within our own stock, will require the signing of a specific decant licence agreement which will allow the stay in temporary accommodation. In such cases the tenant, leaseholder or tenant of leaseholder will be required to return to their principal home as soon as the works have been completed and it is available for occupation.

## **5.2. Types of Compensation**

Where a customer is temporarily decanted from their home, the council may consider making;

- A decant / inconvenience payment and
- A discretionary disturbance allowance

Customers will only be entitled to claim compensation if they are;

- an existing secure or introductory tenant, or
- a /leaseholder of the Council.

### **5.2.1 Decant Inconvenience Payment**

An decant inconvenience Payment may be made to a tenant or leaseholder in recognition of the personal distress, upheaval and inconvenience that a customer may be caused if they have to leave their home temporarily. Payments offered under these circumstances are at the discretion of the Council and fall outside any statutory home loss payment, which may be due when the move is a permanent one from the outset.

### 5.2.2 Amount of Decant Inconvenience Payment

The allowance shall take the form of a fixed payment following the move as follows:

<b>Property type</b>	<b>Temporary move (tenant to return)</b>
1 bedroom	£500
2 bedroom	£550
3 bedroom	£600
4+ bedroom	£650

### 5.2.3 Discretionary Disturbance Payment

Discretionary disturbance payments are made by the Council in order to limit the financial impact of moves on customers and to facilitate efficient decanting, in order to enable the Council to undertake its programme of property investment. This payment may be made to a tenant or leaseholder to cover the expenses of moving to another property. A Discretionary Disturbance Payment is payable to cover the reasonable expenses a tenant or leaseholder may incur when moving if they have to temporarily leave their home.

Disturbance payments made under these circumstances are offered at the discretion of the Council and are an alternative to any statutory home loss or disturbance payment which may be due when the move is a permanent one from the outset.

The Council will consider the vulnerability needs of a tenant or leaseholder and as such will support them through the process of decanting. As part of this assistance, the Council, with the consent of the tenant or leaseholder, may make arrangements on their behalf. This may include:

- paying for goods and services directly on behalf of the customer, and/or
- arranging for the council's maintenance service to attend the respective properties to disconnect/reconnect cookers, washing machines, dishwashers and paying for these services directly.

Tenants shall be entitled to discretionary disturbance payments to cover additional costs incurred. The following list (not exhaustive) indicates the main items covered:

- a) Cost of alteration of soft furnishings, including re-fitting and alteration of carpets, the alteration of curtains and blinds, and the re-fixing of curtain rails.
- b) A contribution towards new curtains and carpets (of a similar standard) if the original ones cannot be adapted to fit the windows and floors of the new home.

- c) Disconnection and reconnection costs for telephones, cookers, washing machines and other plumbed-in items.
- d) Cost of redirection of mail.
- e) A contribution towards new school uniforms (where change of school is necessary).
- f) Cost of refitting of alarms and security locks
- g) Cost of special adaptations
- h) Cost of moving and re-erecting aerials and satellite dishes
- i) Cost of redecoration (if new home is temporary)
- j) Purchase of cookers if the energy supply is different in their new home
- k) Loss of wages where time off is unavoidable (proof required from their employer)

In determining a claim for discretionary disturbance payments Stoke-on-Trent City Council will take account of the proposed length of time of the temporary absence and will apply reasonableness in terms of covering the cost of items such as soft furnishing alterations and re-fitting of carpets.

Payments to customers will be offset against any housing debts owing to the Council, including rent arrears, or re-charges for rectification of damage. Following the offset, any balance remaining will be paid direct to the tenant or leaseholder.

### **5.3 Review of Decisions**

A customer aggrieved by any of the aspects covered by the policy (decision to decant / decision to agree / not agree to not go back / decision on the amount of payment) can request that the decision is reviewed by registering a complaint through the Compliments, Comments and Complaints Procedure. The decision will be reviewed by a more senior manager who was not involved in the original decision. In line with this procedure, the initial complaint will be acknowledged in writing within two working days and information will be provided about who is dealing with the complaint. Stoke-on-Trent City Council will aim to respond within 10 working days. If the complaint is more complicated, it may take longer to sort it out but the complainant will be kept informed. If customers remain dissatisfied with the offer the case can be considered by the Housing Ombudsman who will ensure that the offer is in line with the principles set out within this policy.

### **5.4 Disputes as to amounts**

If a tenant or leaseholder considers that the amount offered does not reflect the level of inconvenience, distress or the costs of the move they can escalate their complaint through the stages of the Complaints Procedure.



## 5.5 Insurance Claims

There is a separate process for dealing with such claims of negligence, public liability and insurance claims and these are outside the scope of this policy.

Tenants and leaseholders are expected to take out contents insurance, for which there are numerous insurance providers who offer low cost schemes. The council makes it easy for tenants to insure their belongings under a special household contents insurance scheme. The scheme is arranged with Royal and Sun Alliance Insurance PLC and is available just for tenants and Right-to-Buy customers of Stoke-on-Trent City Council. The cost of insurance is payable weekly, monthly or annually and can be paid with the rent.

If a customer alleges negligence in some way Stoke-on-Trent City Council reserves the right to refer the claim to its solicitors or insurers for investigation. Examples of this may include (but are not exhaustive) where:

- The customer suggests that they, or a member of the household, have suffered a personal injury as a result of something Stoke-on-Trent City Council or its agents/contractors have done or not done.
- The customer feels that they have suffered a loss of reputation as a result of something Stoke-on-Trent City Council or its agents/contractors have done or not done.
- Damage to personal belongings (excluding damage interior décor as a result of a routine repair).

## 6. Types of Tenancies

Tenants will be given advice about the type of tenancy which they will be granted if they are to be re-housed into alternative accommodation. The Council's tenancy policy and current legislation will apply.

## 7. The tenant's and leaseholder's role

Where a tenant or leaseholder is being decanted, they will be expected to pack up their own belongings unless they are vulnerable or have special needs. Tenants or leaseholders vulnerability will be identified at the first visit.

If the tenant or leaseholder is being transferred to alternative accommodation, they will be responsible for clearing their belongings from the principal property and for giving vacant possession of that property to avoid any potential damage to belongings. Any items left behind will be cleared and there will not be any opportunity to reclaim them, or

to claim compensation to the value of them. The cost of clearance and disposal of any such items will be recharged and deducted from the allowance/disturbance payment.

Prior to decanting the tenant or leaseholder is required to provide access to contractors, as necessary. They must also take responsibility for their own fixtures and fittings leading up to the work taking place.

The tenant or leaseholder is expected to make other members of their household aware of the decant arrangements and to move on the agreed date. In addition, they must make appropriate arrangements for any pets and ensure that they are not abandoned in the property after they have moved out.

If the household has home contents or other insurance, the tenant or leaseholder is required to notify their insurance company/ies about the change of address to ensure coverage at the new address.

## **8. Financial Implications**

Payments made to council tenants will be delivered within the resources of the Housing Revenue Account. Payments made to council leaseholders will be funded through the General Fund. All payments will require approval from the senior officer managing the decanting, having regard for the budget set for this purpose.

## **9. Consultation**

The development of this policy has included views from a range of relevant stakeholders including Finance, Landlord Services, Co-operative Working, Tenant and Leaseholder Involvement and Property Services as well as consideration by Legal Services. The wider scope of the policy also allowed reflection of best practice elsewhere.

The policy will be presented to the Tenant Board and the leaseholder panel in April 2017. A separate policy workshop was held with leaseholders in July 2017.

## **10. Links to Other Policies**

Decanting underpins a number of other linked HRA policies, namely:

- Compensation Policy (2017)
- Allocations Policy (2016)
- Aids and Adaptations Policy (2014)
- Value for Money Policy (2013)

- HRA Performance Framework (2013)
- Repairs and Maintenance Policy (2015)
- Void Management Policy (2013)
- Tenancy and Estate Management Policy (2015)
- Corporate Compliments, Comments and Complaints Procedure (2013)

## 11. Measuring Performance

Performance in relation to the implementation of this policy will be monitored through the department's Performance Framework, to include; Number of upheld or partially upheld complaints.

Key indicators in relation to decanting are:

- Number of customers decanted
- Total spend on discretionary payment
- Number of upheld or partially upheld complaints.
- Customer satisfaction with the outcome of complaints.

## 12. Key Contacts

**For comments or complaints about a service please contact the Customer Feedback Team:**

- Telephone: 01782 235921
- Send us an email to [customer.feedback@stoke.gov.uk](mailto:customer.feedback@stoke.gov.uk)
- Post: Customer Feedback Team, Stoke-on-Trent City Council, Floor 2, Civic Centre, Glebe Street, Stoke-on-Trent, ST4 1HH.
- On-line form: [www.stoke.gov.uk](http://www.stoke.gov.uk)

**For comments in relation to this policy and its development please contact the Enabling and Projects Team:**

- Telephone: 01782 238800 (office hours only)
- Email: [housing.strategy@stoke.gov.uk](mailto:housing.strategy@stoke.gov.uk)
- Post: Enabling and Projects Team, Floor 2, Civic Centre, Glebe Street, Stoke-on-Trent, ST4 1HH.

*Stoke-on-Trent City Council – Housing Revenue Account Services*

*Decant Policy*

*Approved 9<sup>th</sup> August 2017*

**For further information on how to influence policy development, please contact the Tenant Involvement Team;**

- Telephone: 01782 235916 (office hours only)
- Email: [tenantinvolvementteam@stoke.gov.uk](mailto:tenantinvolvementteam@stoke.gov.uk)
- Post: Tenant and Leaseholder Involvement Team, One Smithfield,

## Glossary / Definitions

Throughout this policy document, it is inevitable that words or phrases are used that are readily understood by some readers, but which are new to other readers and their meaning is not immediately apparent. The meaning of some words / phrases used in this document is given below:

**Customer** – within this policy the term customer refers to either a tenant or leaseholders of Stoke-on-Trent City Council.

**Tenant Improvements** - the term used for works carried out on the property by the tenant with the permission of the city council.

**Recharges** – the cost of repairing or putting right damage or neglect to the property. The costs are charged to the tenant and reclaimed.

**Permanent Decant** - when a resident is moved out of their property and there is no intention to return them to it.

**Temporary Decant** - when a resident is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.

**Compliments, Comments and Complaints Policy** – Stoke-on-Trent City Council's corporate policy and procedures relating to resident feedback and complaints.

**Public Liability** – the legal liability for injury or damages caused by negligence or the breach of a statutory duty. Claims related to such liability are dealt with through the council's insurance arrangements.