

STOKE-ON-TRENT CITY COUNCIL



City of
Stoke-on-Trent

Tenant and Leaseholder Decant Policy 2025

HOUSING REVENUE ACCOUNT SERVICES

REGULATORY AND STRATEGIC SERVICES TEAM

Approved by: Corporate Director of Housing, Regeneration and Operations

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1. Purpose

Stoke-on-Trent City Council (“the Council”), as landlord, is required to keep its homes to a good standard through repairs and improvement works, including the structure and any shared areas. In most cases, these works will be carried out while the customer remains in their home. However, there will be occasions when it is not suitable to do so, and customers are required to temporarily move to alternative accommodation. The purpose of this policy is to set out the Council's approach when customers are required to temporarily move from their principal home due to:

- Major repairs that make it unsafe or impossible to stay in the home.
- Emergencies, such as fire or flooding.
- Urgent health and safety works.
- Address damp and mould hazards that presents a significant or emergency risk of harm
- Compliance with relevant legislation

Depending on the circumstances, this may be a planned or an emergency move.

It should be noted that in certain instances the resident may elect to remain in the home e.g. where the decant is advisory on health groups (e.g. damp and mould).

2. Scope

This policy primarily applies to tenants of the Council. On occasion, this policy may also apply to leaseholders who own and live in apartments sold through the Right to Buy scheme. The Council has a duty for the common parts and the structure of the building, and any of the scenarios below may also apply to leaseholders who are impacted. However, as the Council has no automatic right to decant Leaseholders, any decanting and discretionary financial compensation paid to the leaseholder must be through negotiation and leaseholders may only temporarily leave their home with their consent. Where the policy applies to both Council tenants and leaseholders, the term 'customer' is used.

This policy outlines how the Council supports the temporary move, including any discretionary financial awards to cover loss or costs incurred.

In exceptional cases where a return is not suitable, the Council may consider permanent re-housing its tenants if the criteria for housing need are met under the Council's Allocation Policy. If the primary reason for moving is to meet the housing need and the move is permanent, then this policy will not apply. For clarity, the decant process is separate from the transfer/allocations process and being in one process does not automatically place an individual or household in the other.

This policy does not apply where a customer has to leave their home permanently because the dwelling is subject to major improvements as part of a regeneration scheme or is to be sold or demolished as part of a redevelopment scheme. This type of permanent move, including statutory payments such as home loss, is covered by the Council's Tenant and Leaseholder Compensation Policy.

It also does not include tenants moving permanently due to transfers, mutual exchanges, or choosing to end their tenancy.

The decant process and associated costs only apply to those who are permanently located at the affected home as their principal residence.

3. Key Principles and Service Standards

The 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:

- Providing effective consultation and feedback for customers affected by decanting at the earliest opportunity and throughout the process.
- Ensuring that customers are not materially disadvantaged as a result of asset management, repairs or service failures.
- Ensuring that any payments are calculated fairly and appropriately.
- Applying this policy effectively and proportionately.
- Following the principles and delivering the commitments set out in our Tenant Charter and Service Standards.

3. Legal & Regulatory Framework

The Council's legal power to make the discretionary payments and, where relevant offer alternative accommodation, as identified in this policy, is provided by:

- Housing Act 1985 (in particular section 26- financial assistance towards tenants' removal expenses)
- Section 1 of the Localism Act 2011
- Social Housing (Regulation) Act 2023 and the Regulator of Social Housing's Consumer Standards and Code of Practice - The Regulator of Social Housing outlines the requirements that all social landlords must meet within its Consumer Standards. This policy is compliant with the standards by working to address key areas, particularly in relation to the Tenancy Standard, Safety and Quality Standard and the Transparency, Influence and Accountability Standard.
- Legislation associated with Awaab's Law, effective from 27th October 2025.

4. Impact Assessments

4.1 Impact Assessments

Impact Assessments have been considered and applied when developing this policy with particular considerations applied to equalities.

4.2 Equality Impact

The Council recognises that it provides housing to communities consisting of a wide social diversity and is committed to providing equal access to its services.

This policy aims to treat all customers fairly, with respect and professionalism. In line with the duty placed on the Council under the Equalities Act 2010, specific consideration of the impact of this policy has been given to people with protected characteristics, including gender, race, age, disability, religion, sexual orientation and marital status.

The approach adopted within this policy focuses on understanding individual circumstances in order to provide appropriate advice and support; this includes understanding the needs of customers who have protected characteristics. Consideration will therefore be given to language barriers, accessibility and cultural issues which may affect a customer's ability to manage their tenancy or seek advice on problems, and resolutions which take account of the individual's beliefs and abilities. The Council will enable all our customers to have clear information and equal access to available services and information in a range of appropriate languages and formats will be provided when requested.

This policy has been designed to be fully inclusive regardless of the ethnicity, gender, sexuality, religious belief, or disability of service users or residents. An Equality Impact Assessment will be considered and taken into account as part of reviewing this policy document in order to inform any changes that may be required.

From time to time the Council may ask customers to provide details of their gender, age, religion, disability, ethnicity and sexual orientation in line with the protected characteristics identified within the Equalities Act 2010 to help the Council to deliver more effective, appropriate and inclusive policies and practices. All data collected is kept securely, used only for monitoring purposes and is de-personalised at the point of analysis to protect individual's privacy.

The completed Equality Impact Assessment is available on request.

5. Policy Detail

5.1 Unplanned or Emergency Decanting

Unplanned, or emergency decants occur when an event requires the occupants to be moved out of the property immediately because it is unsafe to remain. Examples include fire, flood, storm damage, major leaks or due to an urgent Health and Safety risk. The duration in these cases depends on how quickly the home can be made safe and habitable again.

For those customers that cannot, or do not, chose to stay with family or friends, the Council will arrange temporary accommodation for the household until the situation can be fully assessed and resolved. If the emergency happens out of office hours, bed and breakfast accommodation will be provided for that night, until other options can be explored. Once the emergency has passed, a full assessment of the temporary accommodation and its suitability will be completed.

Leaseholders may be directed to their household insurers depending on the nature of the incident.

5.2 Planned Decanting

Planned decants occur when improvement works and major repairs need to be carried out, but the works are extensive, or the health and safety of the customer would be at risk if they remained in occupation. The Council will work with customers in a planned and managed way to allow as much notice as possible. Where possible, this can be scheduled around the customer's needs and the availability of contractors. A planned temporary decant may be required for works such as damp proofing, structural works, or asbestos removal, which would leave the customer without basic facilities for a period of time, or due to a health and safety requirement. These scenarios typically require longer decant periods.

5.3 Options for Alternative Accommodation

Factors influencing the type of accommodation options offered will depend on the:

- urgency of the reason to decant,
- anticipated length of time of the absence required to carry out the work, and
- availability of suitable Council-owned accommodation.

The Council will take account of what is suitable for the timeframe and the individual circumstances of the household. The move will only last as long as it takes to complete the repair or improvement works to make the home safe again.

Options for temporary accommodation may include:

- Staying with friends or relatives.
- Staying in bed and breakfast, Airbnb, or hotel accommodation.
(The Council will arrange this placement with the provider and will be directly responsible for payment of accommodation and agreed expenses.)
- Staying in Council-owned accommodation assigned for temporary stays or has become available for this purpose.

Where possible, the Council will try to offer alternative accommodation that is suitable to the customer's housing need. The Council's Allocations Policy, in particular, section 7.11.1, will be used as a guide to determine entitlement to bedrooms according to household size. Individual circumstances will be taken into consideration such as medical needs and if children are present. Council-owned accommodation will be let in accordance with the Council's lettable standards.

In the case of leaseholders, if required and with their agreement, the Council will look to offer temporary alternative accommodation to allow repairs to be carried out to the common parts or structure of the building.

It is advisable that leaseholders have suitable insurance to allow for temporary accommodation, where the leasehold is of the opinion that they would rather leave the property than remain, but the council is not liable for the issue behind the opinion to leave.

In the case of leaseholders who rent out their property, there is a contractual arrangement in place between themselves and their own tenant. The leaseholder (being the Landlord) will need to make their own arrangements with regards to their liabilities in terms of rent and compensation. This includes providing temporary accommodation unless the Council has a duty towards their tenant, under the provisions of Part VII of the Housing Act 1996, as amended the Homelessness Reduction Act 2017, should these circumstances mean that the leaseholder's tenant is considered to be homeless or threatened with homelessness.

The right to remain

In some instances, the Council may offer decant on health/vulnerability grounds, as opposed to stating a requirement to move based on safety and/or the ability to undertake the required works effectively. In such instance's customers may elect to stay in the property. In this event then the customer will need to enter into a signed agreement stating they have waived the Council's offer of a decant.

The right of access

Customers may request access to their property whilst works are being undertaken. Permission will not be unreasonably withheld unless it is either unsafe or causing significant/repetitive disruption to work.

Refusing alternative accommodation

The Council will make it clear to the customer that they have a choice whether to accept or decline the offer for alternative accommodation and the ultimate decision to leave their home sits with the customer. Should the named tenant refuse alternative accommodation then change their mind, the Council will not provide further offers of suitable accommodation.

5.4 Support Package

The Council recognises that moving home under such circumstances can be stressful. Whether it is an unexpected or planned temporary move, customers will have one main contact for concerns and updates, including an out-of-hours contact for urgent issues. A Housing Officer will visit to explain the reason for the decant, lead-in time, expected duration, proposed work, and the decant policy and process. The Council will make clear the risks of staying in the home, and provide information on any actions that those remaining could take or avoid in order to mitigate the risk of harm, should the tenant decline the offer of alternative accommodation. During the visit, they will:

- Assess needs to ensure that all protected characteristics and vulnerabilities are carefully considered and that each customer receives the appropriate support and accommodation.
- Complete a housing needs 'health check' to identify any housing issues such as financial circumstances, overcrowding/under occupancy or medical conditions.

A tailored support package will then be provided to meet each customer's needs, to include:

- A personalised decant plan, detailing the frequency of updates and the specific steps involved. This plan will ensure that customers are kept informed and supported throughout the move.
- An outline of the assistance provided by the Council to facilitate the move, such as with packing, removals, and storage if required, and any financial support, as outlined in section 5.5 below and in Appendix A.

5.5 Financial Support

The Council will discuss and agree a package of financial support with each customer as part of their personalised decant plan to ensure that they are not financially worse off due to the move. Decanted customers remain liable for all regular charges associated with their principal residence e.g. rent, utilities and service charges. Payments will be made to cover reasonable additional costs incurred to facilitate the move, such as packing, removals and storage and will be subject to the customer providing evidence as outlined in Appendix A. Depending upon the circumstances, this may also include contributions towards individual living expenses and other costs associated with the temporary move. The Council will directly pay for the rent and utility charges of temporary accommodation, bed and breakfast or hotel stays.

There are limited circumstances under which the Council may not provide a financial package. These are where the customer has:

- bail conditions imposed which means that they cannot return to their property.
- rendered their Council-owned home uninhabitable as a result of criminal damage such as arson or where the fault or fire was due to the customer or a member of their household.
- committed deliberate actions or neglect which have rendered the home uninhabitable and the Council wishes to take legal action.

5.6 Customer Role and Other Considerations

Removal of goods from the principal property will be on a case-by-case basis commensurate to the length of temporary decant required. Consideration will be given to valuable items and goods stored in certain rooms to avoid any risk to damage of personal items whilst works are being carried out. The customer will be expected to pack their own belongings. Support needs will be discussed during the 'health check' conducted at the initial visit and arrangements will be outlined in the personalised decant plan.

The customer should:

- Inform other members of their household of the decant arrangements and ensure adherence to the agreed moving date.
- Make appropriate arrangements for any pets, ensuring that no pets are abandoned in the property after vacating.
- Notify their home contents or other insurance provider of the change of address to ensure continued coverage at the new property.
- Ensure all high value items (particularly cash and jewellery) are removed from the property

Customers will be advised about the costs they are responsible for, including rent for their main residence and utility payments, which will usually be in respect of the main principal property. When a tenant is temporarily decanted to another property, the rules for council tax liability can vary based on the circumstances. Generally, the tenant is liable for council tax at the temporary property where they are residing. The Housing Officer will liaise with the Council Tax Department and the customer regarding the circumstances, in order to ensure the correct Council Tax liability is raised.

Customers will be responsible for their own behaviour at the temporary accommodation, and the behaviour of anyone living in or visiting the property including children. They must not do anything which causes a nuisance or annoyance to anyone residing in or visiting the neighbourhood. Any improper behaviour or breach of the conditions of the 'License to Occupy' the temporary accommodation may result in the customer being asked to leave. As such this may result in the Council discharging responsibility to provide alternative accommodation. If the tenant chooses to return to their home at any time the requirement to provide the alternative accommodation will end as long as the named tenant notifies the Council in writing that they no longer wish to be provided with it.

5.7 Tenure

Tenants who are decanted on a temporary basis will retain their tenancy on their main property and this will continue to be their main residence. The original tenancy agreement will continue throughout the period of the temporary move so that they retain the same tenancy security rights as before.

In respect of both tenants and leaseholders (the customer), whether they have been temporarily moved on instruction of the council into bed and breakfast/emergency accommodation or council-owned accommodation, the full cost of this accommodation will be covered by the Council. Customers that are temporarily housed in Council-owned accommodation will be provided with a 'Licence to Occupy' in respect of the temporary accommodation, for the duration of their stay. This is a non-secure tenancy

If the tenant receives benefits for their housing cost, the Housing Officer will discuss this with them, as the benefit rules are complicated and they will not be entitled to payments on more than one home. The benefit payment for the rent will be dependent on how long they are absent from their main home, and therefore the duration of occupying the temporary accommodation. In all cases, the tenant will be no worse off financially by the move.

Tenants will continue to be liable for rent charges on their principal property.

5.8 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.

If we need to repair your property because of a fire, flood, storm damage, impact by a motor vehicle or another insured event, we will submit a claim to our insurance company to cover the cost of the repair.

Customers are expected to take out content insurance for their belongings. There is also an option to take out content insurance, as arranged by the Council, with Royal & Sun Alliance Insurance PLC. This is available just for Council tenants and premiums can be paid weekly, monthly, or annually.

If a customer alleges negligence in some way, the 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 the 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 the Council or its agents/contractors have done or not done.
- Damage to personal belongings (excluding damage to interior décor as a result of a routine repair).

It is recommended that leaseholders take out the appropriate leaseholder contents insurance and advise their own tenants to do so accordingly.

6. Managing Reviews and Disputes

6.1 Review of decisions

A customer aggrieved by any of the aspects covered by the policy can request that the decision is reviewed by a senior manager who was not involved in the original decision.

The Council will make reasonable efforts to address the concerns regarding temporary or decant accommodation. In cases of refusal to temporarily decant:

- The reasons for refusal will be assessed and addressed where possible.
- Mediation or consultation may be offered to resolve disputes.
- Legal action will be considered only as a last resort, in line with relevant housing legislation.

6.2 Complaints Procedure

If a customer is not satisfied with the outcome of the review, they can escalate their complaint through the stages of the Council's Corporate Complaints and Comments Policy.

By registering a complaint through the Council's Complaints Policy, in line with this policy, the initial complaint will be acknowledged in writing within two working days and information will be provided about who is dealing with the complaint. The 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, the case can be considered by the Housing Ombudsman who will ensure that the service has been provided within the principles set out within this policy.

7. 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.

8. Consultation

The development of this policy has included views from a range of relevant stakeholders including Finance, Housing Management Services and Legal Services. It has been shared with engaged tenants and leaseholders through the engagement forums. The wider scope of the policy also allowed reflection of best practice and guidance provided by the Housing Ombudsman.

9. Links to Other Policies

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

- Compensation Policy
- Allocations Policy
- Aids and Adaptations Policy
- Value for Money Policy
- Repairs and Maintenance Policy
- Void Management Policy
- Tenancy Management Policy
- Estate Management Policy
- Corporate Comments and Complaints Procedure

10. Measuring Performance

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

Key indicators in relation to decanting are:

- Number of customers decanted.
- Length of decant.
- Total spends on discretionary payments and decanting costs.
- Number of upheld or partially upheld complaints relating to decanting.
- Customer satisfaction relating to how the decant was dealt with.

11. 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
- 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

For comments in relation to this policy and its development please contact the Regulatory and Strategic Services Team:

- Email: housing.strategy@stoke.gov.uk
- Telephone: 01782 234234 (office hours only)

Do you require this document in another format or language?

To request this document in an alternate format such as large print or Braille, please contact the Tenant Relations Team:

- Telephone: 01782 234234 (office hours only)
- Email: housing.engagement@stoke.gov.uk
- Post: Tenant Relations Team, Floor 3, Civic Centre, Glebe Street, Stoke-on-Trent ST4 1HH.

You can translate this policy into any language by saving it to a device and then uploading it to Google's document Translation service.

If you would like further information on how to translate a document or how to

influence policy development, please contact the Tenant Relations Team using the contact details provided above.

Appendix A – Financial Support

This is a payment to cover any inconvenience or reasonable additional costs incurred due to the move. As discussed and agreed with the Housing Officer, and upon receipt of sufficient evidence of expenditure or quotations of costs, the Council will pay for and/or arrange:

- **Alternative Accommodation Costs:** The Council will directly cover the rental costs of temporary housing, whether this is a B&B, hotel, or another Council owned property.
- **Utility Bills:** The Council will cover utility bills at the temporary accommodation, ensuring customers are not burdened with additional costs.
- **Increased electricity bills:** Where a customer has moved in with family or friends, and electricity is required by the contractor at the principal home, the Council will cover any evidenced additional costs incurred, in agreement with the customer.
- **Moving Expenses:** Customers will be reimbursed for reasonable costs of moving their essential belongings to and from the temporary accommodation. The Council will usually arrange the removal and, in some cases, storage with a company directly. This may include, where required, providing boxes for packing. Where the customer wishes to make these arrangements themselves followed by request to reimburse costs, they will need to provide evidence of two quotes beforehand.
- **Storage Costs:** The cost of storage facilities for belongings directly affected by works during the decant period will be covered by the Council. As with removals, the Council will usually make these arrangements directly with the supplier, in agreement with the customer. Where goods are held in storage, these can be accessed, if needed, during the decant period. Where the customer wishes to make these arrangements themselves and a request is made to reimburse costs, the Council will require evidence of two quotes beforehand.
- **Redirection of mail:** This is reimbursement the cost for all household members for up to 6 months. As Royal Mail only offer this service for periods of 3 months or more, arrangements may be made to provide a secure post box at the main residence, for the customer's use, if the decanted period is less.

- **Travel Expenses:** Reimbursement for reasonable travel expenses incurred due to the relocation, such as commuting costs to work or school on receipt of evidence.
- **New school uniforms:** Where decanting results in the need for a child to change schools, we will assist with the cost of one new uniform per child where the school requires a uniform to be worn. We will require confirmation from the school on the uniform requirements and evidence or quotations of costs.

Costs relating specifically to the temporary accommodation amenities.

- **Disconnection and reconnection:** of telephone, Satellite/Cable TV and internet connections: We will reimburse any costs for reconnections at the decant property upon receipt of evidence. The Council will not be liable for any costs associated with breaks of contract or contracts entered into which unreasonably exceed the estimated time decanted.
- **Carpets, floor coverings, curtains and window coverings:** Council-owned temporary accommodation will typically be fitted with carpets, floor coverings and adequate window dressings.
- **Light fittings:** If required, existing light fittings will be transferred and refitted. Where additional fittings are required in the new home, we will only cover the cost of basic lampshades and will generally arrange this, so that they remain in situ as part of the temporary accommodation provision.
- **Decorating costs:** Where the property being moved into needs redecorating due to excessive holes in the walls/damage, the Council will either undertake this work or provide the tenant/s with a decorating voucher to enable them to do the work themselves
- **Disconnection and reconnection costs:** of household appliances such as washing machines, dishwasher, ovens. If such actions are required in relation to the length of decant the Council will arrange for this to be done by our contractors. If the customer arranges this themselves, work should be carried out by qualified person (a registered Gas Safe fitter/electrician) and quotes agreed beforehand and receipts should be provided.
- **Replacement of cooker:** if a cooker is required (dependent on decant timescales) and where fuel supply in the temporary accommodation is incompatible with the customer's cooker, or fitted cooker cannot be moved, a

cooker will be provided, installed and owned by the Council, and as such will remain in situ as part of the temporary accommodation provision.

- **Special Needs Support:** Additional financial assistance for tenants with specific needs, such as modifications to the temporary accommodation for accessibility. We will cover the cost of the removal and refitting of adaptations approved by an Occupational Therapist under the Disabled Facilities Grant within the home if the decant property is deemed as not reasonably suitable for the length of time occupied.
- **Replacement of security locks and alarms:** Where security or safety measures have been installed by the council or partner organisations (for example, Domestic Abuse Service / the Fire Service) we will remove and refit these measures or reimburse any costs incurred if the tenant has to employ a contractor. (Any installations must be approved and compliant with current building regulations.)

Costs specifically related to short term accommodation arrangements (such as family / friends or Bed and Breakfast / Airbnb/ Hotel accommodation)

- **Accommodation costs** (see 5.3): – as incurred by B&B / Hotel accommodation and will be paid directly to the provider by the Council. (We will not pay bar bills, phone bills or room service bills.)
- **A subsistence allowance:** will be paid in respect of meals, dependent on household composition, if no cooking facilities are available. This payment will be made weekly,
- **Laundrette costs:** may be claimed if no facilities are available or the customer has no access to laundry facilities.
- **Pet boarding:** if alternative arrangements cannot be made. It is the responsibility of the customer to transport the pet and make sure they meet the requirements for boarding, such as being fully vaccinated and chipped.
- **Internet:** if the customer is not able to access the internet via their own arrangements, the Council may provide a dongle if no internet access is available.