INNISFREE HOUSING ASSOCIATION

April 2024

Decant Policy

Version: Decant Policy – April 2024

DECANT POLICY

CONTENT

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1. INTRODUCTION

1.1. Innisfree Housing Association (Innisfree) was established in May 1985 to provide housing for homeless and inadequately housed Irish people in London. The Association has over 575 homes and operates predominantly in North and North West London.

1.2. A tenant and their household may be required to move out of their home temporarily or permanently after serious housing management issues, major repairs, demolition, redevelopment, or sale of the property.

1.3. Innisfree considers such moves under this policy, referring to them as 'Decants'.

2. OUR APPROACH

2.1 This policy applies to all Innisfree rented, owned, and managed properties. This policy does not apply to Licences and Assured Shorthold tenants of Shared Houses.

2.2 This Policy details the way Innisfree approaches situations where a resident and their household need to vacate their home, either temporarily or permanently, and provides guidance on our obligations in order to ensure decants are managed efficiently, equitably, and in accordance with relevant legislation.

2.3 We aim to ensure that decants are undertaken with the least possible disturbance to the affected persons, in a sensitive manner, and recognising the impact a move can have on people's lives.

3. POLICY DEFINITIONS

Term	Definition
Decanting	A legal term to describe the necessary move of occupiers from their homes, temporarily or permanently, where one of the circumstances in sections 5 or 7 arises.
Permanent Decant	A situation where it is envisaged that a tenant cannot return to their property as a result of works or repairs to the home, or re-development. A tenant will not be regarded as permanently displaced if there is an intention to return them to their original home after completion of the work. Similarly, there will not be a permanent decant situation where the tenant, for reasons of personal preference, chooses to stay in the decanting accommodation or other accommodation after the work(s) - in this situation Innisfree may choose to acquire the home under a CPO.
Temporary Decant	A situation where tenants vacate their property and are expected to return to their property once necessary works are complete, or it is safe to inhabit the home again.
Emergency Situation	An emergency, such as flood or fire, where a tenant cannot immediately return to their property.
Major Repairs	May include but are not limited to the following: • Emergency structural issues • Serious flooding or fire which makes the majority of living spaced unusable
Defect Liability Period	The prescribed period (usually 12 months from practical completion but can vary in some cases) under a developer's construction contract with Innisfree after practical completion under which they agree to remedy any defects in the construction work they have performed and before the development can be handed back to Innisfree. These can include design deficiencies, material deficiencies, specification problems or workmanship deficiencies.
Compulsory Purchase Order (CPO)	A legal remedy enabling Local Authorities to obtain land or property without the consent of the owners, in certain circumstances.

4. LEGISLATIVE AND REGULATORY REQUIREMENTS

4.1 Through this Policy, Innisfree comply with the following legislation:

- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Housing Act 1985
- Housing Act 1996
- Town and Country Planning Act 1990
- Human Rights Act 1998
- Homelessness Act 2002
- Homelessness Reduction Act 2017
- Housing Act 2004
- Housing and Regeneration Act 2008
- Home Loss Payments (Prescribed Amounts) (England) Regulations
- Assured Shorthold Tenancies Notices & Prescribed Requirements Regulations 2015
- General Data Protection Regulation 2016 and Data Protection Act 2018
- Building Safety Act 2022
- Fire Safety Act 2021
- Homes (Fitness for Human Habitation) Act 2018

4.2 Disturbance and Home Loss compensation will be in accordance with the Land Compensation 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations) and the Planning and Compensation Act 1991 Act.

4.3 Through this Policy, Innisfree comply with the following regulatory standards:

- Regulatory standards apply to any tenants and shared owners affected by a temporary or permanent decant.

  RSH Safety and Quality Standards 1.4:

  "Registered providers must provide effective, efficient and timely repairs, maintenance and planned improvements services for the homes and communal areas for which they are responsible.

- **RSH Transparency and Accountability Standard 1.3.1:**
  Registered providers must take tenants' views into account in their decision-making about how landlord services are delivered and communicate how tenants' views have been considered
- **RSH Neighbourhood and Community Standard:**
  2.3.5 Registered providers shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).

5. TEMPORARY DECANTS

5.1 Innisfree will offer a temporary decant to tenants who cannot safely remain in their home. Any tenants required to move out of their home on a temporary basis will retain their tenancy rights to the property. Where a tenant is required to decant on a temporary basis, we will be as flexible as possible in our approach to each individual case.

5.2 A temporary decant will be considered in the following cases:

- Serious Housing management issues
- Major Repairs

5.3 When the need for a temporary decant arises, the first option to be explored is the extent to which the household could stay with friends or family. During the decant period, the household would receive financial assistance as described in section 6.

5.4 If this option is not possible, or has been exhausted, we will then consider decanting the household to a vacant Innisfree property where available.

5.5 Vacant Innisfree property options will be considered in light of the particular household circumstances including but not limited to: size of household, preferred location(s), predicted length of stay, personal circumstances, and support requirements.

5.6 Innisfree will only make two offers of suitable alternative accommodation to tenants, after which we would need to consider formal options to facilitate a move. Tenants will then sign a Decant Acceptance Form to agree the accommodation and time period of the decant.

5.7 We will endeavour to offer alternative accommodation on a like-for-like basis where possible. Therefore, it may be necessary for Innisfree to offer temporary accommodation which is smaller or different than the decanted property. Where emergency works may take longer than originally anticipated, we should look to provide the most suitable accommodation.

5.8 During a temporary decant, tenants will continue to pay rent and services charges to Innisfree for their permanent home, as well as Council Tax to the relevant local authority.

5.9 Innisfree may not be able to accommodate pets (unless a recognised assisted dog) during a temporary decant; tenants may be able to put in place temporary arrangements for pets under their own home contents insurance cover.

5.10 For leaseholders/shared owners, it will be for insurers to consider the need for alternative accommodation and offer advice and guidance under the relevant buildings' insurance cover. Innisfree will revert back to the terms of the Lease to clarify our obligations.

5.11 Where properties are within a Defect Liability Period, the relevant developer will be contacted at the first available opportunity together with any warranty provider (where appropriate) to remedy the defect.

6. TEMPORARY DECANTS: SUBSISTENCE PAYMENTS

6.1 If a tenant and their household stay with family/friends they will be entitled to £20 per adult per night and £10 per child per night as a contribution towards the cost of food and drink (up to maximum payment of £80 per day). This is not intended to cover full costs, as these costs would still have to be met if the tenant was living at home.

6.2 Tenants that have been decanted to a vacant Innisfree property will not be eligible for these payments.

6.3 Subsistence payments will be made periodically to the tenant, with the timescale agreed by the tenant and Senior Management Team. The tenant will receive written confirmation clearly setting out the payment breakdown.

6.4 We may consider paying other discretionary expenses directly to the tenant or via their rent account on a case-by-case basis, such as the need to move existing white goods to the temporary accommodation.

7. PERMANENT DECANTS

7.1 Permanent decants refer to situations where a tenant is moved out of the property and there is no intention for them to return. We aim to ensure that permanent decants are, wherever possible, achieved with the agreement of the affected tenants.

7.2 A permanent decant may be required due to one of the following reasons:

- Demolition
- Redevelopment
- Sale of the property
- Serious housing management issues

7.3 Where a permanent decant is being considered, Innisfree will carry out consultation with affected tenants fully before any intended permanent decant, clearly setting out:

- The reasons for the decant
- The proposals for the tenants' relocation
- The tenants' housing needs and those of their household
- The financial support package being offered, taking into account the tenants' views on these matters.

7.4 The following rehousing options are available to tenants permanently decanting, where resources are available:

- Two suitable offers within Innisfree's housing stock
- Bidding for another home on a Choice Based Letting Scheme in their local area; banding will be applied by the Local Authority
- Pursuing an alternative housing option independently of Innisfree

7.5 **Suitable Offers within Innisfree's Housing Stock**

7.5.1 We may offer accommodation directly to the tenant where an available property suits their household's needs. The tenant would have a new tenancy but would retain their original tenure.

7.5.2 Innisfree will only make two offers of suitable alternative accommodation to the tenant, after which we would need to consider options at 7.7 to facilitate a move.

7.5.3 In all cases tenants' preferences will be taken into account and accommodated as far as possible.

7.5.4 An offer will be deemed suitable if it reasonably meets the needs of the tenant and their family in terms of security of tenure, borough, rent and size.

7.6 **Bid for another home on Choice Based Lettings (CBL) Scheme**

7.6.1 Further information can be found on the relevant Local Authority's website. Support will be available to tenants who require assistance with bidding for a new property using the relevant Local Authorities CBL Scheme to ensure they are not disadvantaged.

7.7 **Pursuing Other Housing Options**

7.7.1 Where the tenant declines Innisfree's direct offers or chooses not to bid on another home via Choice Based Lettings, it would be open to them to move in with friends/family or find their own suitable accommodation.

7.7.2 Innisfree will need to consider formal legal action to seek repossession if the above rehousing options are exhausted.

7.8 All tenants being permanently decanted will have a dedicated member of staff within Innisfree to support them through the process.

8. PERMANENT DECANTS: LEASEHOLDERS AND SHARED OWNERS

8.1 Innisfree will negotiate with a leaseholder or shared owner to secure vacant possession of any property where a leasehold interest is held. This may involve buying back the lease, or discussions about rehousing options within Innisfree existing stock. This option will usually only be necessary during a redevelopment scheme.

8.2 If we are unable to buy-back through negotiation, Innisfree will be required to seek possession through a Compulsory Purchase Order (CPO) as a last resort.

8.3 Innisfree will seek to buy back the leaseholder or shared owner’s interest in the property. The offer to the leaseholder/shared owner will be based on an assessment by a RICS (Royal Institution of Chartered Surveyors) Valuer, commissioned by Innisfree. The leaseholder or shared owner is within their rights to seek a second valuation from the District Valuer Services (DVS) at their own cost, the DVS valuation will be final.

9. PERMANENT DECANTS: HOME LOSS AND DISTURBANCE PAYMENTS

9.1 Tenants who move permanently will be entitled to set statutory payments in the form of a ‘Home Loss payment’ and/or a ‘Discretionary Disturbance Payment’. These payments will be checked for accuracy at the time the compensation is calculated based on the legislation at the time.

9.2 Disturbance and Home Loss compensation will be in accordance with the Land Compensation Act 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2023) and the Planning and Compensation Act 1991.

9.3 Home Loss Payments

9.3.1 A Home Loss Payment is a statutory sum paid in recognition of the inconvenience caused to a tenant in certain circumstances, as stated in section 9.3.3 below. The payment could be due to either a tenant or a leaseholder/shared owner.

9.3.2 Where there are joint tenants or co-owners only one Home Loss Payment is payable.

9.3.3 To qualify for a Home Loss Payment, the tenant must satisfy each of the following criteria:

- Be permanently displaced from their home as a consequence of refurbishment or redevelopment. The payment is not therefore available if the tenant is able to return to their property at the end of the works or they elect to move before the decant process starts;
- Have occupied their home as their main or only residence for at least a year (ending with the date of displacement);
- Claim the payment directly within six years of their decant; and
- Have a formal legal interest in the property – lodgers and licensees will not qualify.

9.3.5 Where a leaseholder has, with Innisfree's consent, granted a sub-lease to a third party, the leaseholder will be responsible for the sub-lessee.

9.4 Disturbance Payments

9.4.1 Disturbance payments cover reasonable expenses incurred by the tenant during moving. Tenants displaced from properties that have been adapted for a disability are entitled to the comparable cost of those modifications (at the time they were made). Unlike Home Loss payments, there is no minimum length of occupation required to receive a disturbance payment.

9.4.2 The meaning of 'reasonable expenses' has been examined in the courts and it has been held that this refers to expenses which relate strictly to the move, and which are reasonably incurred as a direct and natural consequence of the displacement. Expenses must therefore be closely connected to the move.

9.4.3 We will work with the tenant and agree appropriate disturbance payments. All expenses need to be agreed between the tenant and Innisfree in advance. These may include but are not limited to:

- Removals
- Carpets
- Decorating of walls only
- Re-connection of telecoms (e.g. landline and Wi-Fi)
- Re-connection of gas and electric
- Redirection of mail

9.4.4 Innisfree will, where possible, pay expenses rather than reimbursing the tenant. Where that is not possible, all agreed claims for disturbance payments paid by the tenant must be accompanied by the original valid receipts.

9.5 Property Improvements

9.5.1 Where a tenant has undertaken improvement works to their property and has obtained Innisfree's written consent to those improvements in accordance with the Home Improvements Policy, they may be entitled to compensation for the value of the improvements under that policy.

9.6 Debts Owed to Innisfree

9.6.1 Where a decanting tenant is in debt (e.g. rent arrears, major works owed, service charge arrears) at the time of moving, Innisfree has the right to deduct the relevant sum(s) owed from their Disturbance Payment and Home Loss Payment before it is made.

9.6.2 For leaseholders/shared owners, any property improvements and debts will be considered as part of the negotiated settlement.

10. COMPLAINTS AND COMMENTS

10.1 Tenants that are unhappy with the way that their decant has been handled can raise their concerns through our Complaints Policy.

11. DATA SHARING

11.1 All information will be stored in our Housing Management systems. All case notes, case files, and personal information will be kept confidential in line with the Data Protection Act 2018. We will adhere to the Data Protection Act and comply with General Data Protection Regulation for Sharing Personal Information to ensure that we maintain confidentiality of all parties.

11.2 We will share information with third parties that are involved and where we have an information sharing protocol in place, if there are safeguarding concerns, or we have a duty to do so for the purpose of crime prevention under the provisions of the Crime and Disorder Act 110108, and the provisions of the Data Protection Act 2018 (and any other relevant legislation) justify it.

12. EQUALITY, DIVERSITY, AND INCLUSION

12.1 We are committed to embedding the 2010 Equality Act into our Policies and Procedures. As part of this commitment, staff should facilitate reasonable adjustments and adapt our standard policies and procedures wherever possible.

12.2 To make an adjustment means to change work practices to avoid or correct the disadvantage to a person with a disability. This may include:

- Allowing more time than we would usually for someone to provide information that we needed.

- Providing specialist equipment or additional support such as a sign language interpreter.

13. REVIEWING THIS POLICY

13.1 We will publish our policy on our website.

13.3 The policy will be reviewed every 3 years, or with any changes to regulation or legislation.

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