



HONEYCOMB
GROUP

Decant Policy

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1. Introduction and purpose

Honeycomb Group includes Staffs Housing (a registered social landlord or RSL for short), Honeycomb Charitable Services (trading as Concrete and Glow) and Revival.

Staffs Housing, as a RSL has a responsibility under the terms of the tenancy agreement and under the Landlords and Tenants Act 1985, to ensure we repair and maintain the structure and essential services to our tenants' homes.

Most of the time works to our tenants' homes can take place whilst they are living there. However, there may be times that this isn't possible for health and safety reasons, or the works required are of such an intrusive nature that it wouldn't be practicable for the customer to live in their home whilst works take place. Or it may be that our tenants or their families, living in the home, personal circumstances (such as health reasons) are of such that they wouldn't be able stay in their home while work takes place.

Where this is the case, we will arrange for the tenant to move out of their home on a temporary basis to allow works to take place. This is known as

decanting. This policy should be used in conjunction with other related documents.

2. Policy objectives

We understand that decanting a tenant can cause great disruption, this policy is designed to ensure disturbance and upheaval is kept to a minimum.

- We will ensure decant is carried out in a fair, honest and transparent way.
- We will consult with tenants requiring a decant at the earliest opportunity.
- We will support our tenant throughout the decant process and keep them informed and updated at every stage. Tenants will understand their point of contact at every stage of the process.
- We will always consider our tenants' needs when finding temporary accommodation and we will try to meet their needs as best as we can within the constraints of our stock availability.
- We will assist our tenant with moving and ensure they aren't at any financial loss.

3. Legislative framework

The key legislation that relates to decants is as follows:

Landlord and Tenant Act 1985

The Landlords and Tenants Act 1985 sets out our legal obligations in maintaining safe living standards for tenants. Section 11 sets out that we must keep in repair the structure and exterior of the house and keep in repair and property working order the installations in the house for the supply of water, gas, electricity, sanitation, space, heating, and heating water.

Section 9, sets out 'fitness for human habitations', determining unfitness for human habitations is whether a property is 'not reasonably suitable for occupation in that condition' because of one or more of the following factors:

- repairs
- freedom from damp
- internal arrangement
- natural lighting
- ventilation
- water supply, drainage, and sanitary conditions
- stability
- facilities for preparation and cooking of food and for the disposal of waste water
- any 'prescribed hazard' – this is defined as any matter or

circumstance amounting to a category 1 or 2 hazard under the Housing Health and Safety Rating System (HHSRS).

Housing Act 1985

We retain the legal right under ground 10 or 10a of schedule two of the Housing Act 1985 to commence possession proceedings as a last resort to obtain possession of a property to carry out major works or refurbishments. This action will only be taken once all other alternatives have been explored and reasonable offers of rehousing have been refused by the tenant. Possession would only be granted by a court with the provision of suitable alternative accommodation.

Housing Act 1988

Schedule two, part III of the Housing Act 1988 provides a definition of suitable alternative accommodation. This should provide the tenant with equivalent security of tenure and be similar in regard to rent, size and situation.

Land Compensation Act 1973

Section 30 of the Land Compensation Act 1973 sets out the provisions for the statutory Home Loss Payments to be made to compensate tenants for having to permanently move out of their home, subject to certain eligibility criteria. This mandatory lump sum payment is reviewed annually and confirmed in the Home Loss Payments (prescribed amounts) England Regulations. The Land Compensation Act 1973 Act also sets out guidance relating to the payment of Disturbance Allowances aimed at compensating tenants for the actual cost of moving from their home.

Tenancy Agreement

Under the terms of the Tenancy Agreement Section if we temporarily move a tenant or members of the household to other accommodation so work can be carried out on the property, the tenant and/or household must return to the property once the work has been completed. If the tenant and/or household do not return when the work has been completed, we may ask the court for an order of possession of the temporary accommodation. If this happens, we will charge any legal costs and court costs to the tenant.

For Staffs Housing the licence agreement needs to state that the tenant must continue to follow the conditions of the tenancy agreement whilst in temporary accommodation. This creates a contractual obligation on the tenant/s.

For Concrete and Glow, for those customers who are on excluded licenses (excluded from the protection of eviction) then it is at the discretion of the Concrete or Glow Head of Service to make a decision. For those Charity customers on a protected licence then appropriate alternative accommodation will be sought in liaison with the Head of Service.

4. Policy Action

We take the following into account when establishing if a decant is necessary for major works (emergency or planned works), at least one of the following will be applicable:

- One or more of the following cannot be restored at the end of the normal working day – water supply, toilet facilities, electricity.
- Works involve use of hazardous substances or those controlled by Control of Substances Hazardous to Health (two or more rooms affected).
- Works will involve tenants losing significant proportion of habitable living space and works cannot be sequenced to avoid this.
- Work needed means that the property is likely to be insecure during all or part of the works.
- Work needed is likely to pose a health and safety risk to the tenants or members of their family.
- Tenants or members of their household have medical needs or conditions which suggest that the works could have a detrimental impact on their wellbeing.

This policy does not apply to tenants requiring temporary rehousing or permanent rehousing due to anti-social behaviour (whether the perpetrator or victim), tenancy management issues or any other non-repair related issue.

5. Our responsibilities as a landlord include:

Most of the time works to our tenants' homes can take place whilst they are living there. However, decants can be required because the tenant's home is uninhabitable. Or if the works required are of such an intrusive nature that it wouldn't be practicable for the customer to live in their home whilst works take place; or that the customer's or their family's personal circumstances (such as health reasons) are of such that they wouldn't be able stay in their home for works to take place.

6. Emergency decant

Emergency decants are where an unexpected event, such as fire, flood or storm, causes a tenant's home to become uninhabitable. Our priority in the first instance is to ensure the safety of our tenants. It is essential that we act quickly to assess the damage and make sure our tenants have a place to stay. Options for alternative accommodation are:

- **Staying with friends or relatives.** This option should always be discussed, in the first instances.
- **Staying in B&B or hotel accommodation.** This will be charged at Honeycomb group expense.

7. Emergency out of hours

If an emergency should happen out of hours and the tenant is unable to stay with friends or relatives, we will arrange for the tenant to stay in B&B or hotel accommodation until we can arrange a full assessment the next working day. In office hours this will be arranged by officers and out of hours this will be dealt with via the out of hours service. Please note that Staffs Housing, Glow and Concrete all have their own separate out of hours rota and arrangements. Honeycomb Group have business agreements with both the Premier Inn and Travel Lodge Hotel chains.

8. Staying in hotel accommodation

The tenants are still required to pay their weekly rent to Staffs Housing including ineligible service charges for Concrete or Glow. Where hotels have meal package options, we may include this at the time of making the booking. Where they don't, discretion will be used to determine what meals/payment will be included. When booking hotel accommodation, we will consider the tenant's and their household's needs along with the availability of hotel accommodation.

We will offer and book a hotel which reasonably meets the needs of the tenant. Whilst staying as a guest in the hotel, the tenant is obliged to comply with the terms and conditions of the hotel. We will ask that tenants complete the standard proforma. If the tenant does not comply with the terms and conditions of the hotel and this results in the hotel asking them to leave, we are not obliged to provide alternative accommodation. We will inform tenants of their responsibilities and limitation on our duties due to their behaviour prior to stay at hotel accommodation.

9. After the emergency

After we have assessed the damage/or problems in our customer's home, we will understand what works are required. Hotel accommodation is intended only for short stays.

If major works are required that will take over 4 weeks, we discuss and reassess with our tenant the options for a temporary move until the works are completed. Where major works aren't required, we will order any necessary works and arrange with our tenant for them to move back home.

10. Planned decants

Planned decants are where works are required, and it is not possible for the customer to stay in their home for the works to be carried out.

The works required are of such an intrusive nature that it wouldn't be practicable for the customer to live in their home whilst works take place; or that the customer's or their family's personal circumstances (such as health reasons) are of such that they wouldn't be able to stay in their home for works to take place. Our options for alternative accommodation are:

- **Staying with friends or relatives.**
- **Staying in hotel accommodation.**
- **Temporary move to another Honeycomb Group property.**
- **Permanent move to another Honeycomb Group property.**

11. Staying with friends or relatives

If the works required will be completed in a short period of time (less than 4 weeks) or it is the tenants wish, we can consider the customer moving in with friends or relatives. This option should always be discussed in the first instances, although may not be appropriate for Charity customers due to service delivery and customer complexity and will be based on a risk assessment. We will discuss a tenant's financial situation with them and if appropriate consider financial assistance to help toward any costs incurred during this time.

12. Temporary move to another Honeycomb Group property

Temporary move to a Honeycomb Group property should be used where the works are estimated to take longer than four weeks and/or their individual or household circumstances would not be appropriate hotel or staying with friends or relatives.

We will work with tenants and where needed, other housing providers to find suitable accommodation that meets their needs.

We ask that tenants are flexible in their approach to temporary housing. We will make one reasonable offer of accommodation, if the tenant refuses the offer which is deemed to be unreasonable, we retain the legal right under Ground 10 or 10a of Schedule two of the Housing Act 1985 to commence possession proceedings as a last resort to obtain possession of a property in order to carry out major works or refurbishments. In exceptional circumstances one alternative offer may be made but this is to be agreed only by a Head of Service.

The definition of a reasonable offer is set out below and is subject to amendment:

- The property is reasonably close to school or employment.

- Medical or other proven need for support is available locally.
- It is suitable for any specific needs.
- It will result in the applicant being free from fear and/or risk of violence.
- The property is adequate in size.

For all temporary moves a **licence agreement** needs to be signed by the customer for the property that they are moving into. The rent payable will be on the temporary property, unless the rent of their principle home is less than the temporary home.

13. Respite stays

We will offer and pay the costs of respite stays, where it has been identified through a risk assessment and agreed with the tenant that a stay in respite would be the best alternative accommodation option. This option should always be made in agreement with the tenant and other alternatives options discussed to find the best solution to their temporary housing needs. Discussion in the first instance should always be made with the local authority (social services). Any discretionary decision would be made via a Head of Service or Executive Team Member.

14. Alternative accommodation requests

Where requested by the tenant, we may consider, where practicable, payments towards alternative accommodation request for the duration of the works. However, if alternatives are agreed this arrangement must remain throughout the duration of the works.

15. Permanent Moves

Most decants are temporary, and tenants return to their home once works are completed. However, there are occasions where a permanent move can be agreed. Cases where a permanent move is required should be assessed on an individual basis and approval should be sought from a Head of Service.

Permanent moves will be identified at the earliest opportunity and can include the following circumstances (not exhaustive):

- Where a tenant's home has been severely damaged by fire, flood, or storm.
- Where we plan to dispose of the property.
- Where a tenant has longstanding and/or recurring repairs issue, and a permanent move is in the interest of both parties.
- Where the tenant has health issues which will be significantly affected by decanting and less so by a permanent move.

- Where the tenant already has priority to transfer for different reasons and a permanent move is beneficial to both parties in resolving that issue.
- Where a permanent move improves our ability to identify transits.

Permanent moves that are discussed and agreed with the tenant, and where the property isn't to be disposed of, operate outside this decant policy.

The criteria for these moves are included within the lettings policy and can only be approved by a Head of Service or Executive Team member. Officers will need to seek approval by completing the request for a management move form.

Where a permanent move is a solution, we will endeavor to do this, however we reserve the right to refuse if the work is urgent and essential and the wait to find a permanent move will be too long. The neighbourhood and Property Team will keep in touch with the customer on a regular basis to ensure that the situation has not got worse. Where it has and there is Health and Safety concerns, no suitable properties are available, or the tenant has refused several reasonable offers properties; we retain the legal right under Ground 10 or 10a of Schedule two of the Housing Act 1985 to commence possession proceedings as a last resort to obtain possession of a property to carry out major works or refurbishments.

Where a permanent move is identified, and the tenant has not expressed an interest in moving previously will cover removals costs and consider other costs associated with moving. However, as this is a permanent move, once completed, we will charge the full rent of the new property and the tenant will not be entitled to any one off or ongoing payment to cover the cost of increased utility bill or other expenses.

Where the tenant has previously indicated a desire to transfer, and these reasons are not property repair and investment related there will be no financial payment to cover the cost of removals for a permanent move. Exceptions to this will only be considered where there is a mutual benefit to both parties and must be agreed by a Head of Service. Where a permanent move is required due to the disposal of a property the tenant may be entitled to a Home Loss Payment. Home Loss does not apply where the property has been destroyed by fire, flood, or similar incidents.

16. Expenses and responsibilities

We understand that decanting our customers can cause upheaval, stress, and expense, due to this we will ensure that we work with and support our customers at every opportunity. We will ensure that our tenants do not suffer financial loss due to being decanted out of their home whilst works take place. We do not award any compensation for the stress, time, trouble, or inconvenience caused by being decanted.

17. Removal of belongings from tenants' home

We will take an assessment-based approach on the removal of tenants belongings from their home whilst works are carried out. This will be dependent on the type of works carried out, the location of the works and the belongings in question. Where it is deemed necessary for belongings to be removed, we will ask that they are taken to the temporary property or in circumstances where this isn't practicable, we can arrange for storage, whilst works are being carried out.

Where a customer is unable to pack their own belongings and have no support network to help, we will provide officer assistance or book a removals specialist.

18. Temporary move to another Honeycomb Group property

Where we are moving a tenant to another Honeycomb Group property on a temporary basis, we will make sure that, where reasonable, the temporary move offers the same or similar facilities that they have in their current home. Customers are required to pay their rent whilst in the temporary property, tenants will be charged rent at the cost of at their original property rate. If their temporary accommodation is cheaper than their principal home, a decision will be made by a Head of Service to reimburse the customer to reimburse the customer.

All temporary property moves will have been subject to the void standard; however, this standard does not account for carpeting, decorating and the fitting of curtain poles or window coverings. Judgement should be taken when ordering any additional works.

If a tenant requests something outside what is detailed, discretion and approval from a Head of Service should be obtained and reasons recorded.

19. Honeycomb Charitable Services

Where a property is owned by Staffs Housing but managed by Honeycomb Charitable Services (trading as Concrete and Glow) and an emergency decant is required due to repairs and maintenance that are the landlord's responsibility, Staffs Housing will arrange and cover the cost of the decant.

For any decant required for Concrete or Glow caused by customer damage, this will be dealt with by Concrete or Glow as appropriate.

20. Reimbursement payments

Where the customer has paid for something that we have agreed to reimburse, payments will be made through bank transfer. The customer will be advised that we will process their data for the purpose of making the reimbursement payment when their bank details are taken. If the

customer has arrears on their rent account, we may use this payment to offset any arrears if appropriate to do so.

In cases where a tenant is suffering financial hardship, we will make the payments direct or up front.

21. Utilities in the customers main home whilst in decant

Whilst carrying out works in the customers home, it is inevitable that gas and electricity will be used. It is Honeycomb Group's responsibility to pay outstanding utilities during the decant period only (in the property requiring work only as part of the repair works).

22. Communication

Decanting our tenants whilst works are carried out in their homes can cause them to feel unsure about what is happening. It is important that we keep our tenants updated regularly on the progress of the decant and the works that are happening in their home. For Staffs Housing, the Neighbourhood Officer will be responsible for keeping the customer up to date, for Concrete or Glow the Tenancy Sustainment Officer or Case Worker will be responsible.

23. Data Protection

To enable the decant process to effectively work, there may be times where we must collect, record, and share personal and sensitive information about our tenants. We will retain personal and sensitive information relating to communication with the customer for in line with our current retention schedule.

24. Anti-social behaviour

Any behaviour which is in breach of their substantive tenancy agreement or licence agreement will be dealt with as part of Honeycomb Group's ASB policy and procedure.

If appropriate and proportionate to do so, action will be taken against any customer who causes anti-social behaviour at either a hotel, or temporary property.

Which may result in any temporary accommodation being cancelled and the perpetrator will lose any right to further temporary accommodation.

25. Appeals and complaints

Any complaint in regard to a decant will be dealt with in accordance with our complaints policy.

26. Review

The policy will be reviewed after three years or as required by changes in legislation and regulation.

27. Associated Documents

- ASB & Hate Crime Policy
- ASB & Hate Crime procedure
- Allocations Policy
- Exclusion Policy (Glow and Concrete)
- Serious Incident Procedure

July 2024