

## **Selby District Council - Decant Policy (2022)**

The purpose of this policy is to clarify what Selby District Council will do when it is necessary for us to move our tenants from their homes, due to a need for the property to undergo major work (which cannot reasonably be done with the tenant in residence) or where a property is to be demolished or disposed of. The Council refers to this process as a 'decant.'

### **1. Policy Statement**

- 1.1 The Council recognises that moving home under any circumstance can be unsettling, especially if the requirement to move is not a matter of choice for the tenant. Selby District Council will therefore work with tenants throughout the decant process to make sure that disruption is kept to a minimum.
- 1.2 Where possible, the Council will carry out works whilst the tenant remains in their home. However, there will be certain situations when this is not possible. Where this is the case, we will arrange to move the tenant.
- 1.3 Moves will either be on a temporary or permanent basis. A temporary move is where we expect the tenant to return to their main home; and a permanent move where the tenant moves to another property and will not move back to the original property.
- 1.4 This policy does not cover where a tenant chooses to move through transfer, mutual exchange or ending their tenancy.
- 1.5 This policy will be reviewed every three years, unless required earlier due to regulatory or legislative change, or as an outcome of learning which materially affects the content of this document.

### **2. Temporary Decant**

- 2.1 This is when a tenant is moved out of their current property to enable major or urgent work to be carried out that would have had a health and safety impact on the tenant. The intention is that the tenant will return to the property at the earliest opportunity. Situations classed as temporary include, but are not limited to:
  - An emergency that has had a significant impact on the condition of the current property and results in it becoming uninhabitable.
  - Major repair works being carried out at the property would aggravate the tenant's medical condition or adversely impact on a vulnerable household's health and wellbeing.
  - Extensive repair and improvement works are required at the current property which would leave it uninhabitable. This does not include programmes of work (such as kitchen, bathroom or heating upgrades) unless the tenant's medical condition is likely to be affected.
- 2.2 If the decant is due to repair or improvement works, tenants will be visited by a Council representative as soon as reasonably practical to explain the nature of the works required, the tenant's re-housing options, when the move is expected to happen and how long they are likely to be displaced. This will also be confirmed in writing.

- 2.3 In an emergency decant, the Council will ask tenants if they are able to stay temporarily with family or friends. Where this is not possible or appropriate, tenants may be referred to the Council's Housing Options Team to assess whether they should be provided with emergency accommodation or look at other emergency options.
- 2.4 Tenants will be given appropriate support and advice in an emergency, with the intention of them returning to the property as soon as possible.
- 2.5 In offering temporary accommodation, the Council will consult with the tenant and take into account:
  - The size of the accommodation and the means of the family.
  - The distance of the accommodation from the tenant and their household's place of work or education.
  - Any health and wellbeing needs evidenced by the tenant and their household.
- 2.6 The Council will try to provide the tenant with choice in regards to the temporary accommodation offered to them, but cannot guarantee choice will be provided. In some circumstances, the Council may make one direct offer of suitable accommodation only.
- 2.7 If the tenant moves temporarily to an alternative Council property and will be returning to their original home, they will be issued with a 'Contractual Licence Agreement' in respect of the temporary property. They will continue to pay rent (including claiming Housing Benefit) on their original home and will not be charged rent in respect of the temporary alternative accommodation.
- 2.8 If a tenant moves into accommodation not owned by Selby District Council (such as a hotel, bed and breakfast, private property or other home not owned by us) they will need to continue to pay rent (including claiming Housing Benefit) for their original home and the Council will cover the cost of the temporary accommodation and any relevant expenses relating to this stay.
- 2.9 A tenant may be able to leave their belongings in their original home. This will be subject to Council agreement and left at the tenant's risk. The tenant will be responsible for making sure their belongings are adequately insured. There are various low cost options available, but tenants of Selby District Council do have the opportunity to purchase exclusive household contents insurance, arranged with Royal & Sun Alliance Insurance plc. This is available on two cover levels. Further information can be found at <https://www.selby.gov.uk/house-insurance> or tenants can speak to their Neighbourhood Officer for more details.
- 2.10 If a tenant cannot leave their belongings in the property, the Council will arrange for them to be moved to the temporary home or to be put into storage. The reasonable cost of this will be covered by the Council.
- 2.11 There may be occasions when a temporary decant becomes permanent, if for example the level of work required is so great that the property has to be demolished or redeveloped, or if the tenant has been moved on a temporary basis but it is subsequently agreed by all parties that the new property is more appropriate for them to remain in. These will be considered on an individual case basis.

### **3. Permanent Decant**

- 3.1 We may need a tenant to move out of their home permanently where the property is part of a major regeneration or redevelopment project, or it is being disposed of.
- 3.2 If this is the case, Council staff will meet with tenants on an individual basis to ascertain their needs. They will be provided information on the nature of the works required, their re-housing options, possible compensation and when the move is expected to happen. This will also be confirmed in writing.
- 3.3 The tenant will be supported to register on North Yorkshire Home Choice and will be provided sufficient priority to facilitate a move.
- 3.4 In most circumstances, tenants will be direct matched to a 'like-for-like' property, taking into account the circumstances and needs of the tenant and their household, per Section 2.5 of this policy.
- 3.5 Once a property has been accepted, the tenant will surrender their original tenancy and sign a new agreement for the property that they move in to. Where possible, they will be offered the same security of tenure and rights they experienced in their previous tenancy. If this is not possible, the tenant will be advised on this and the reasons why. Should they decide to refuse the property on these grounds, this will not be counted as a refusal of suitable alternative accommodation.
- 3.6 Where the original home is subject to redevelopment or remodelling, the tenant may desire to move back to a new property on the site. The Council will consider accommodating such requests subject to the new property being suitable for the needs of the tenant and their meeting any letting criteria applicable to the new property. Where a tenant chooses to return this will be a voluntary decision and the tenant will not be eligible for Home Loss and/or Disturbance payment compensation.

### **4. Compensation**

- 4.1 Tenants are entitled to Home Loss Compensation where a permanent decant is required. This is paid at a flat rate as set by Government and will only be paid where the resident has been residing in the home for a minimum of one year.
- 4.2 If a tenant does not fulfil these criteria, they may be eligible for a discretionary Home Loss Payment.
- 4.3 Under the Land Compensation Act 1973, tenants may also be eligible for a Disturbance Payment for the reasonable cost of moving, both permanently and temporarily. More details on compensation and how to claim can be found in our Compensation Policy.
- 4.4 If compensation is to be paid, any rent arrears or other Council debts may be deducted from the payment and credited to the tenant's rent account or other debts owed to the Council.
- 4.5 The Council will not cover expenses associated with a decant if it is a result of the tenant's own actions/lack of action. Here, we may look to recharge the tenant for the full cost of the decant and all works, even if the work is normally part of a landlord's responsibility.

## **5. Refusal of offers/legal action**

- 5.1 Where a tenant does not agree with the Council's final offer of accommodation, they have the right for this decision to be reviewed. This request should be in writing and list the reasons why the final offer of accommodation is not suitable. This request should be submitted to the Housing Tenant Services Team within 21 days of the refusal. The offer will be reviewed by a senior member of staff not involved in the original decision making process, and the tenant will be provided a written outcome within 28 days of the review being received.
- 5.2 Where possible the Council will seek to decant people by agreement. Legal action to gain possession of properties will only be instigated as a last resort.
- 5.3 Ground 10 and 10a of Schedule 2 of The Housing Act 1985 allows the County Court to grant a possession order where a landlord intends to redevelop the property. To be successful, the County Court will need to be satisfied that there is suitable alternative accommodation available before it will make an order.
- 5.4 If a tenant refuses to return to the original property once it becomes available on completion of works, and remains in the temporary home, Selby District Council may take legal action to address this. In this regard, Ground 8 of Schedule 2 of the 1985 Housing Act will be used.
- 5.5 Tenants are advised to seek their own independent legal advice in these circumstances, such as Citizens Advice.

## **6. Support and Assistance**

- 6.1 The Council will ensure that the appropriate level of communication is used with individual tenants throughout the decant process.
- 6.2 We recognise that certain groups of tenants are likely to need extra support and reassurance. We will also take into account the extent of a tenant's vulnerability or other exceptional circumstances when we plan the decant process. Our aim is to be entirely flexible in managing the process and ensuring all tenant's needs are met.

## **7. Tenure and rights**

- 7.1 We will take all possible steps to ensure that tenants do not lose tenancy rights through the decant process.
- 7.2 In both emergency and temporary decants, security of tenure will remain at the original property and a Contractual Licence Agreement will be signed. The tenant will also sign a separate undertaking stating they will return to their original home once works are completed and that they understand if they do not do so, Selby District Council may take legal action to repossess the temporary accommodation.
- 7.3 Eligibility for the preserved Right to Buy should not be affected by either a temporary or permanent decant. This is because the preserved Right to Buy is based on tenancy with a qualifying landlord and not on a specific property.

## **8. Complaints**

- 8.1 Any tenant who is not satisfied with the manner in which the Council has dealt with any aspect of this policy can go through the Council's Corporate Complaints Procedure.