



DECANT POLICY

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Cadder Housing Association Ltd

Decant Policy

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1.0 Introduction

- 1.1 Cadder Housing Association is a registered social landlord, set up in 1994 to improve the living conditions for residents in the Cadder estate in the north of Glasgow. It operates on a “not-for-profit” basis, and is run by an elected Management Committee, consisting mainly of local residents who employ a staff team to manage the Association on a day-to-day basis.
- 1.2 There are occasions where the Association will have to decant tenants to temporary accommodation. Decants are usually necessary when:
- A property is uninhabitable, e.g. due to fire or flood
 - Work requires to be undertaken that will create an unsafe environment for the household
 - Products require to be used that would create an unsafe environment for the household
- 1.3 This Decant Policy aims to ensure that an effective service is provided to tenants who are required to be absent from their home for a period of time to allow for required corrective works to be carried out. The Association recognises that such an occurrence can be stressful for tenants and that good levels of information and support are necessary. With this in mind, the Association will endeavour to have required works carried out as quickly as possible and to a high standard. Our tenants’ health and safety will be a main factor when decants are being considered.

2.0 Policy Aims & Objectives

- 2.1 The main objectives of the Decant Policy are:
- To manage decant proceedings in an efficient and customer focussed manner
 - Minimise the period of time that the tenant is absent from the tenancy
 - Minimise lost rent
 - To cause the least possible disturbance to residents who are required to decant from their home
 - The provision of good information / support before, during the decant process
 - Where possible, ensure that accommodation is provided to meet existing household medical needs

3.0 Legislation & Regulation

3.1 This Policy complies with the following legal requirements:

Scottish Secure Tenancy Agreement

The Cadder Scottish Secure Tenancy Agreement contains the following related areas, which serve to assist tenants and the Association in the event and prevention of significant damage to our properties. These are:

5.10 – ‘We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable’.

*5.11 – ‘We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours’ notice in writing. **In an emergency, we have the right to make forcible entry to your house without notice’.***

5.13 – ‘If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay’.

The Cadder Scottish Secure Tenancy Agreement also contains areas detailing the tenants’ responsibilities in terms of notifying the Association of required repairs, which if not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

Housing (Scotland) Act 2001

The policy adheres to the provisions of the Housing (Scotland) Act 2001. Section 11 (9) of the Act advises that:

‘Where the house that the tenant normally occupies under a Scottish Secure Tenancy Agreement is not available for occupation and the tenant has been temporarily accommodated in another house, then the house that they are occupying is to be regarded as the house for the purposes of the tenancy except for the powers of landlords to take action to secure possession of the house’. (This in effect means that if an Association tenant is moved to another Association

property on a temporary basis from their usual house, they will continue to enjoy full tenancy rights in the temporary house).

Equality Act 2010

The Equality Act 2010 applies to everyone who provides a service to the public and is based on all persons having the right to be treated with dignity and respect. The Association will ensure that the Equality Act 2010 is adhered to during its service to tenants and other customers. We will ensure that all residents are treated fairly, with support needs being met when required.

3.2 Regulation – Scottish Social Housing Charter

The Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Association's Decant Policy will take account of and comply with the relevant Outcomes contained within the Social Housing Charter:

Outcomes 1; 4; 5; 13:

- (1) Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.
- (4) Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (ESSH) by December 2020.
- (5) Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- (13) Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

The Scottish Housing Regulator is responsible for monitoring, reporting and assessing how well social landlords are achieving the Charter's outcomes and standards. The Association is required to gather evidence to demonstrate to the Regulator, tenants and service users that it is meeting the outcomes.

4.0 Strategic Aims & Association Values

4.1 This Policy is aligned and informed by the Association's Strategic Aims for 2016-19 and its Values. These are:

4.1.1 Strategic Aims:

- I. Provide a high quality housing service that is continually responsive to the expectations of our tenants and other customers;
- II. To engage and build relationships with our customers to ensure our service and activities meet their needs and aspirations of our tenants and other customers;
- III. To invest in our people to ensure they have good knowledge and skills to excel in their role within the Association;
- IV. Pursue development, regeneration and wider role initiatives in close working with key partners with the aim of improving Cadder, as well as the quality of life and living conditions of tenants and residents in Cadder; and
- V. Maintain the financial viability of the Association through sound business planning, control and achievement of best value in all that we do.

4.1.2 Association Values:

The Association identified core values associated with our commitment to improve the 'customer journey' in our services, which was integral to our achievement of Investors in People (Silver) accreditation in July 2015. These values (Our 4 'Cs') are:

- ✓ Customer Focussed
- ✓ Communication
- ✓ Caring
- ✓ Commitment

5.0 Consultation

- 5.1 Consultation with the community and resident participation has always been one of the key aspects of the way in which the Association operates. We therefore welcome the statutory provisions in the Housing (Scotland) Act 2001 which require all social landlords to take tenants' views into account when formulating key service delivery policies.
- 5.2 There are two strands to policy consultation within Cadder:
- ❖ Firstly, we believe it is important to inform all tenants when a policy review is due. Where required, we will provide information on what changes are likely to be proposed by the Association
 - ❖ Where required, the next stage will be to invite feedback from tenants and service users (where applicable) on any changes to the policy, in relation to:
 - how well they feel the proposals address the needs of the community and;
 - whether there are any particular amendments they would like to see.
- 5.3 The Association has a Resident Participation Strategy which outlines our commitment to encourage participation and consultation in the review of our policies and service areas, where required. It clearly states that the Association will only consult on any changes to the policy where these changes significantly affect tenants and service users.
- 5.4 Where appropriate, the Association will also consult with Cadder Community Council and the Cadder Customer Services Working Group (Scrutiny Panel) and any other relevant organisations.
- 5.5 This Policy will be made available in all required formats and displayed on the Association's website.

6.0 Practices & Activities

- 6.1 Decant Considerations
- 6.1.1 In general and where required, we will decant a tenant to temporary accommodation, where required, if:
- During maintenance works or planned programme renewals, essential facilities are affected within a tenant's home, such as cold water supply,

toilet facilities or electricity and are not likely to be restored by the end of the normal working day

- Maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living
- A tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living
- The nature of the work could lead to health problems for the tenant or someone in the household
- Where the Association is satisfied that the work would be carried out more efficiently, effectively and safely if the tenant was living elsewhere and removes the tenant and any household members from risk of injury or harm

6.2 Decant Decision

6.2.1 The decision to decant a tenant will be determined by the Customer Services Team Leader in conjunction with the Maintenance Manager or Customer Services Manager. Each case will be assessed on its own merit. We will ensure that the tenant is fully involved in discussions.

6.3 Occupied Works

6.3.1 Where it is feasible and there are no health and safety issues to household members, the Association will attend to required works without decanting. This will be subject to a risk assessment by the Maintenance Officer / Manager. There will be full discussion with the tenant.

6.4 Tenant Reluctance to Decant

6.4.1 There may be occasions where the Association has to insist that the tenant is decanted to other temporary accommodation, even if the tenant does not wish to move, if there is deemed to be a possible risk to the tenant and any other household members.

Part 5.17 of the Cadder Secure Tenancy Agreement confirms that:

'You agree on being given reasonable notice and where no other arrangement has been made, to allow our representatives to enter the house to inspect any defect and to allow us to enter the house to inspect any defect or to allow our contractors or agents to enter the house at reasonable hours to carry out necessary works, repairs or alterations'.

The safety of workforce operatives must also be taken into account, if safe working practices could be affected by household members and visitors being present in the property. Rigorous health and safety practices for the benefit of staff, contractors and residents are enshrined in the Association's Corporate Risk Register.

If the tenant does not consent to decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of the tenant and any household members as well as possible harm to neighbours from the risk of not carrying out identified works. The Association is also entitled to protect its assets.

6.5 Tenant Reluctance to Leave Decant Property

- 6.5.1 In any situation where the tenant refuses to return the permanent address, we will seek to resolve this by meeting with the tenant and addressing any concerns that they may have. However, when all discussions and negotiations have failed and the tenant is still unwilling to co-operate, the Association may proceed by serving a Notice of Proceedings for Recovery of Possession on the tenant (Ground 10 of Schedule 2 Part 1 of the Housing (Scotland) Act 2001 with reference to Section 16(6) of the Act).

This is a Mandatory Ground and no test of reasonableness must be met. Tenants have no legal right to remain in a temporary decant property and must return to their original home when they are able to do so (Housing (Scotland) Act 2001 Section 16(6b)).

The tenant will be required to agree to and sign an Occupancy Agreement (appendix 1), whereupon the tenant confirms that s/he will return to the permanent address on completion of works.

6.6 Decant Principles

- 6.6.1 When making decant arrangements we will consider the following principles:

- We will endeavour to offer other suitable accommodation where there is a need to decant on a temporary basis. This will normally be restricted to one suitable offer of temporary accommodation
- Tenants decanted on a temporary basis will require to sign a declaration stating that they will return to their own home on completion of the works – if they refuse to return to their tenancy on completion of works, the Association will initiate legal action if necessary

- If a tenant is only likely to be decanted temporarily for a short period of time or if it is unlikely that a suitable property will become available and the tenant is unable to stay with family / friends, the Association will offer a temporary decant in the form of bed and breakfast or hotel accommodation
- In some cases, tenants may prefer to find their own temporary accommodation by staying with family or friends. In such cases the rental charge for their permanent home will be suspended for the decant period. Where the tenant is decanted to another Association property, we will continue to charge the tenant the level of rent due for their main tenancy. If the decant property has a lower rent level, then this lower rent will be charged during the decant period
- The Association will arrange the areas associated to the decant process and will pay costs and allowances associated with these as outlined in the Policy

6.8 Items being stored in Tenant's main Home

6.8.1 Where required works are confined to part of the property and in conjunction with the tenant, we will consider removing all items from the room(s) requiring treatment and storing these in another unaffected room with a hasp and lock. The tenant will have sole keeping of the keys.

6.9 Decant & Return Arrangements

6.9.1 Where required, the Association will arrange and pay for the following. This will be formed of direct payment by the Association to contractors or allowances to the tenant.

- Furniture removal and storage
- Disconnecting / reconnecting cooking facilities
- Disconnecting / reconnecting washing machine
- Disconnecting / reconnecting telephone
- Mail redirection
- Flooring uplift and re-fitting (this will not be possible with certain floor types, such as laminate / wood or tiled)
- TV aerial at decant address (where required)
- Provision of basic floor covering at decant address (if necessary)
- Decoration
- Removal / refitting of window coverings

The Association will take meter readings at both the permanent and decant properties (leaving / entering).

Costs may be rechargeable to the tenant if the need to decant arose due to a wilful act by the tenant or a member of the household.

The Association will not install any gas or electrical appliances which are found to be unsafe. The tenant will be advised of this.

All works will be carried out by reputable contractors.

6.10 Voids

6.10.1 To mitigate against the risk of flooding to void and occupied properties, the Association will drain down void properties during the winter season. This action will be based on temperature levels.

7.0 Temporary Accommodation Options

7.1 The Association will seek to minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what properties are available at that time, although decanting in non-emergency situations can be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:

- Emergency accommodation provided by the local authority
- Staying with relatives or friends
- Association properties
- Hotel accommodation (this option is not normally available where decant is required as a result of tenant's actions or omissions)

7.2 Council Emergency Accommodation

7.2.1 The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing and this includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.

7.2.2 As a result the local authority (Glasgow City Council) must offer temporary accommodation to Association tenants and their families who are unable to remain in their homes as a result of an emergency.

7.2.3 The Emergency nature of this accommodation means that it may only be used for short periods. This will normally be provided to allow for repairs to be completed.

7.3 Association Properties and Hotel Accommodation

- 7.3.1 Where the tenant is unable to stay with family or friends and the required work can be carried out within a relatively short time period, the Association will seek to obtain hotel / bed & breakfast type accommodation. The standard of accommodation provided will be set against “Travelodge / Premier Inn” standards.
- 7.3.2 Where any required works are estimated to be long-term in their completion, the Association will aim to decant tenants to an available Association property.

8.0 Housing Benefit & Council Tax Reduction

- 8.1 The Association will endeavor to decant tenants into a similar size of property to their permanent home or other required size. Tenants who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet the rental obligations and Council Tax charges during the period of decant.
- 8.2 Housing Benefit stops on the tenant’s permanent address and will be paid for the decanted address. Housing Benefit it is paid at whatever rent charge is less. Therefore, if the decant property had a rent charge more than the permanent address, it would be paid at the rate of the permanent address. If the decant property was less than the permanent address it would be paid at this amount.
- 8.3 Decants over 13 weeks duration may exhaust the tenant’s entitlement to HB while temporarily removed from their home, however such circumstances are unlikely and will be dealt with as they arise.
- 8.4 The tenant should meet their normal full liability for rent and Council Tax, net of any benefits to which they are entitled. The Association will meet the difference between their normal full liability and the costs incurred.
- 8.5 The Council Tax charge will be stopped at the tenant’s permanent address and they will be liable for the charge at the new decanted address. However, the tenant can apply (and will be assisted by the Association to do so) for an exemption at the permanent home for a period of 6 months. Council Tax is different from Housing Benefit as the tenant is liable for the address they are living at. Council tax benefit will be paid based on the decanted address.

9.0 Insurance

- 9.1 Association Insurance
- 9.1.1 Where the need for repair arises as a result of an insured event, the Association will submit a claim to recover the costs from its insurance broker. Records, photographs and receipts should be retained to substantiate any claim in events such as:

- Flood
- Fire
- Storm damage
- Dampness
- Impact by motor vehicle

The Association will seek to claim lost rental monies, removal costs, accommodation, work costs and any storage costs.

9.1.2 The Association's insurance provision will not be available to loss or damage to tenants' belongings unless the Association was responsible for this through accident or neglect.

9.2 Tenant Home Contents Insurance

9.2.1 The Association promotes house content insurance to all tenants (available to owners also). This is currently provided by Thistle Tenant Risk Insurance, which is available to all Scottish social housing tenants.

9.2.2 The Association includes a policy schedule and application form in all new tenant sign-up packs and promotes the scheme on its website and from time to time in its newsletter.

9.2.3 Tenants wishing to obtain insurance cover are not obliged to purchase this from Thistle Tenant Risk Insurance and can seek suitable cover from any other company. It is important that tenants obtain even minimal insurance cover as the Association will not be responsible for damage to tenants' belongings, which may be affected by an event, such as fire and flood.

9.2.4 Where tenants have existing home contents insurance, they should notify their provider of items to be claimed and of any decant arrangement, as the insurance provider normally requires such notification if the permanent address will not be occupied for a period of time.

10.0 Tenant Liaison

10.1 The Association recognises that temporary removal may be a stressful and potentially difficult experience for tenants. We aim to minimise tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant on such topics as:

- Which rooms will be affected by the works of repair/alteration

- The expected content and timetable of the works and other key dates in the process such as dates of removal and return
- The level of allowances and payments and when and how these will be paid
- How will decoration be affected? If the repair/alteration or improvement work does not provide for redecoration, the Association's scheme of redecoration allowances should be referred to and the appropriate allowance paid
- What furniture will be moved out – will all affected rooms be completely cleared and if not what measures will be taken to protect furniture remaining
- What measures will be taken to protect furniture and tenants' property remaining in the house, in other rooms not affected directly by work
- The tenant should supply all keys to the property to be held by the Association (and contractor) during the period of work. The tenant must not access the property during this time for health and safety reasons
- Mail redirection – the Association will pay for this

10.2 The tenant should remove any items of high or sentimental value from the property during the period of work.

10.3 The tenant should receive a daily update from the responsible housing officer each day, following a site visit by the Technical Services Officer (Inspections).

11.0 Allowances

11.1 Details of allowances and costs to be borne by the Association are attached as Appendix 2.

12.0 Budget

12.1 The Association is seldom required to decant tenants. However, this area will be factored into future budget considerations.

12.2 Generally, tenants should not bear the cost of decanting and the Association will pay all reasonable expenses incurred (except where tenant's actions or omissions have made the decant necessary).

13.0 Policy Review

13.1 This Policy will be reviewed in September 2020, or earlier to take account of: -

- ❖ Legislative, regulatory and good practice requirements
- ❖ Association performance
- ❖ The views of tenants, Committee and staff