



# Decant

## Policy and Procedure

Board Approved:  
Next Review:

28th February 2024  
February 2027

## 1.0 INTRODUCTION

- 1.1 The purpose of this Policy is to describe HfL's arrangements when a Tenant or groups of Tenants and their households are required to temporarily move from their home to enable a repair, improvement work or an adaptation to be carried out. This work may be part of a planned programme or the result of a disaster such as a fire or a flood. In these situations, Tenants can return to their homes after the work has been completed.
- 1.2 There will be times, where HfL needs to move a Tenant or groups of Tenants and their households to another home permanently, for example where their home is to be refurbished, modernised, or demolished. This Decant and Home Loss Policy also applies to these situations. Tenants who must move permanently may have a right to compensation for the loss of their home under the Land Compensation (Scotland) Act and Section 8 of this Policy sets out the qualifying criteria for payment of this.
- 1.3 HfL will work with Tenants throughout the decant process to ensure that disruption to their lives is kept to a minimum as far as reasonable.

## 2.0 CONTEXT

- 2.1 The Policy seeks to achieve the following regulatory customer/landlord relationship outcomes contained within the Scottish Social Housing Charter:

- **Outcome 1: Equalities** *Social landlords perform all aspects of their housing services so that every Tenant and other customer has their individual needs recognised and is treated fairly and with respect and receives fair access to housing and housing services.*
- **Outcome 2: Communication** *Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.*
- **Outcome 4: Quality of housing** *Social landlords manage their businesses so that: Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.*
- **Outcome 5: Repairs, maintenance, and improvements** *Social landlords manage*

*their businesses so that: Tenants' homes are well maintained, with repairs and improvements carried out when required, and Tenants are given reasonable choices about when work is done.*

- **Outcome 13: Value for money** Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

### 3.0 GENERAL PRINCIPLES

- 3.1 Decanting is a legal definition used to explain the process where Tenants are required to move from their homes, due to the reasons stated in the introduction above. These plans may involve major repair or improvement to the home (resulting in a significant change of character to the home, e.g., Reconfiguring the layout of the home) and will require a Tenant to move out, either temporarily or permanently, for the works to be completed.
- 3.2 There are occasions when a temporary decant becomes a permanent move. HfL does not, however, consider it appropriate to use the decanting process as a means to move Tenants permanently who wish to transfer for reasons other than those identified as the reasons for decanting.
- 3.3 HfL will, wherever possible:
- a) Individually consult a Tenant who needs to be decanted to identify needs and preferences for the decant accommodation and to agree the move details. This may not be possible in an emergency decant situation.
  - b) Provide clear and accurate information in advance to the Tenant about the proposed decant and the decant arrangements. Again, this may not be possible in an emergency decant.
  - c) Continue to keep the Tenant advised on the progress of the work to their home (if they are to return) and the anticipated return date.
  - d) Provide details of named members of the HfL team member who the Tenant can contact for information and advice relating to the repair work and decant arrangements.
- 3.4 HfL reserves the right to use an unlimited number of properties as accommodation for Tenants who need to be decanted on a temporary or permanent basis. If required, these moves have priority over all other types of allocation or transfer, with the possible exception of management transfers.

- 3.5 All payments including those made at the discretion of HfL may be offset, wholly or partly, against debts owed to HfL by the Tenant.
- 3.6 HfL will, as far as reasonably possible, ensure existing Tenants can return to or remain in the locality. Where this is not possible, particularly when a scheme is being remodelled with fewer properties than previously, HfL will work with Tenants affected to provide suitable options for rehousing. All payments including those made at the discretion of HfL may be offset, wholly or partly, against debts owed to HfL by the Tenant.
- 3.7 The decision to allow a temporary or permanent decant to take place can only be made by the Housing Manager or the Maintenance and Asset Manager and approved by the CEO. Each individual case will be assessed on its own merits.
- 3.8 A Tenant who is decanted on a temporary basis will continue to be the Tenant of their permanent home and to be responsible for paying the rent, any service charges, and Council Tax for their permanent home. Tenants have no legal right to remain in a temporary decant home and must return to their original home when they are able to do so.
- 3.9 HfL actively encourages Tenants to ensure they obtain adequate Home Contents Insurance cover in the event that any of their personal possessions are damaged or destroyed in their home, for example as a result of flooding or fire.

#### 4.0 DECANT CRITERIA

- 4.1 HfL actively encourages Tenants to ensure they obtain adequate Home Contents Insurance cover in the event that any of their personal possessions are damaged or destroyed in their home, for example as a result of flooding or fire. HfL will offer to decant a Tenant if:
- a) One or more of the following are not likely to be restored by the time HfL closes at the end of each working day: water supply, toilet facilities, electricity or water heating, or heating facilities
  - b) The work is likely to take more than a few days to complete and the work is extensive and likely to disrupt daily living: or
  - c) A Tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living; or
  - d) The work needed means that the home is likely to be insecure during part or all of the work; or
  - e) The nature of the work could lead to health problems for the Tenant, such as

- dust in the homes of Tenants who have asthma or emphysema; or
- f) It is considered (in HFL's opinion) that the work required to a home would be carried out more efficiently, effectively, and safely if the Tenant was living elsewhere.

4.2 HfL will provide temporary cooking and/or space heating facilities if the above criteria do not apply and this provision would enable the Tenant to stay at home while the work is carried out.

4.3 It is acknowledged that HfL may have to insist that a decant, (either temporary or permanent) takes place, even if the Tenant does not want to move. Wherever possible, the Tenant will be encouraged to decant to alternative accommodation provided, but HfL will take legal action to enforce the decant if the Tenant continues to refuse to move.

## 5.0 DECANT RESULTING FROM A TENANT'S ACTIONS

5.1 HfL distinguishes between decant situations where a Tenant (and their household) is required to decant following actions or omission of actions by the Tenant (or a member of their household) which requires the Tenant (and household) to be decanted. For example, the Tenant (or a member of their household) has caused or contributed to the need for decant by:

- Deliberate fire raising within their own home or fire starting as a result of negligence.
- Deliberate flooding of their own home or flooding as a result of negligence.
- Alteration carried out by Tenant (whether approved by HfL or not) has caused damage to the home.

The list above provides examples and is not exhaustive. Other situations may be those where action or omission by the Tenant or a member of their household results in a decant.

5.2 Actions taken by the Tenant (or a member of their household) which result in damage or deterioration of the home may be a breach of the conditions of tenancy and may result in HfL taking legal action against the Tenant.

5.3 If, during the period of decant, information becomes available that indicates that the Tenant's (or a member of their household's) actions have caused the need for decant, any costs incurred by HfL as a result of the decant may be recovered by recharge from the decanted Tenant. Where the Tenant has household contents insurance, they may be able to recover the costs from their Insurer.

## 6.0 DECANT ACCOMODATION

6.1 HfL will offer other suitable accommodation if there is a need to decant a Tenant on either a temporary or permanent basis. The definition of "other suitable accommodation" will comply with the definition contained in the relevant legislation currently in force. HfL will take the following factors into account when considering whether the alternative accommodation is reasonably suitable to the needs of the Tenant and the Tenant household:

- a) Closeness to the place of work or education compared to the existing home
- b) Size of the accommodation needed by the Tenant and their household
- c) Character of the accommodation compared to the current home
- d) Terms on which the accommodation is offered compared to the terms of the existing tenancy
- e) Whether any furniture provided by HfL in the existing home is of a comparable nature to the furniture provided in the decant accommodation
- f) Any special needs of the Tenant or their household

6.2 Tenants decanted on a temporary basis will be required to sign a legal agreement stating that they will return to their own home on the completion of the repair work. This agreement must be signed before the move to the temporary decant accommodation takes place (although it is acknowledged that this may not always be possible in an emergency decant situation).

6.3 If a Tenant is only likely to be decanted temporarily for a short period of time, or if the decant is the result of an emergency, HfL may offer temporary decant accommodation from another landlord, bed and breakfast or hotel accommodation.

6.4 It is acknowledged that some Tenants may prefer to find their own temporary decant solution by staying with relatives or friends. In this situation, HfL will secure or store household contents, credit the rent account and pay the Council Tax for the period that the Tenant is not in residence in their own home.

## 7.0 EQUAL OPPORTUNITIES STATEMENT

7.1 Although Tenants have no legal right to remain in a temporary decant home, HfL recognises there may be occasions where a Tenant wishes to do so. In this situation, a Tenant who has been decanted on a temporary basis may be allowed to remain in their decant home if:

- a) The Tenant meets all of the transfer eligibility criteria detailed in the current HfL Allocations Policy; and
- b) The decant home is not required as part of an ongoing decant programme; and
- c) The decant home has not already been pre-allocated to another Tenant or applicant who has received a formal offer for the home or who cannot be allocated another home that equally suits their needs; and
- d) The Tenant makes a request to remain in their temporary decant accommodation before the move takes place and before any work to their permanent home, relating to the specific needs of the Tenant, has been agreed and instructed. The request may be approved if another Tenant or applicant could benefit from the specific work or if there is no financial loss to HfL as a result of the Tenant not returning to their permanent home.

7.2 A Tenant can make a request to stay in their temporary decant accommodation after they have moved out of their permanent home, or the repair work has started. The eligibility criteria detailed in Section 7.1 a), b) and c) will again apply. However, it is not likely that the request will be approved if specific adaptations have already been instructed or made to the permanent home and/or if HfL will experience financial loss as a result of the Tenant not returning to their permanent home.

7.3 Tenants who have permission to remain in their temporary decant accommodation or who decant permanently to a new home will enter into a new tenancy agreement for this new home.

## 8.0 COMPENSATION

### 8.1 Disturbance Payments

Tenants who are decanted from their homes may be eligible for a statutory Disturbance Payment under the Land Compensation (Scotland) Act 1973. There is no maximum or minimum amount for a statutory Disturbance Payment. The Land Compensation (Scotland) Act 1973 states that 'the amount of a Disturbance Payment shall be equal to the reasonable expenses of the person entitled to the payment in removing from the land from which he is displaced'.

HfL is aware that the majority of HfL Tenants who are decanted will not be eligible for a statutory Disturbance Payment. HfL does not want any Tenant to be financially disadvantaged as a result of being decanted. As a result, HfL undertakes to pay all reasonable validated costs associated with decant moves irrespective of the right to a statutory Disturbance Payment. Details of the current arrangements and payment criteria are set out in **Appendix 1**. It is acknowledged that other arrangements and payments may need to be made in individual and specific.

The Disturbance Payments and decant costs will be reviewed on an annual basis and the costs up-rated, as required. The Chief Executive or delegated representative has the authority to amend these decant arrangements and costs as and when required. Any changes will be reported to the next Board meeting and **Appendix 1** will be updated accordingly.

## 8.2 Statutory Home Loss Payments

A Home Loss Payment is intended to compensate a Tenant who must leave their home permanently because of redevelopment work or work of a substantive nature. It is a payment in recognition of the upheaval and upset of losing their home. The law relating to Home Loss Payments is contained in the Land Compensation (Scotland) Act 1973.

A Tenant who qualifies for a statutory Home Loss payment will receive a fixed rate payment of £1,500. If two or more persons are entitled to a Home Loss payment in respect of one home, then the payment will be divided equally between them.

A Tenant claiming the payment ('the claimant') must meet all the following criteria in order to qualify for a statutory Home Loss Payment:

- a) A claimant must have occupied the home as his/her sole or main residence for a period of at least one year prior to the date of displacement.
- b) The displacement must be permanent.
- c) The claimant must have an 'interest in the dwelling house.' This means that the claimant must be a Tenant, an employee in a tied home, a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) or have some other legitimate interest in the home.
- d) In addition, a claimant's removal must be in consequence of one of the following events (known as a qualifying event):
  - Compulsory acquisition of the home by a body with compulsory purchase powers
  - Demolition, improvement or closing order under the Housing (Scotland) Act 1987



- The development of land acquired by an authority with compulsory purchase powers
- Improvement or redevelopment by a Registered Social Landlord
- Demolition of a dangerous building; or
- A Court Order for recovery of possession proceedings by a Registered Social Landlord, with suitable alternative accommodation being available to the Tenant. This only applies to claimants with secure tenancies.

Statutory entitlement to a Home Loss payment starts at the point at which a decision has been taken, for example, to demolish or radically alter a home, and that decision has been made known to the Tenant. The knowledge of the claimant is important because the removal must have been triggered by a qualifying event and be a consequence of a decision having been taken.

Home Loss payment claims must be made within 5 years from the date of removal. If a Tenant qualifies for a statutory payment, then it must be paid within the current statutory time limit (currently to be made on or before the date of displacement or within three months of the claim being made, whichever is the latest). Tenants are entitled to interest on the outstanding amount if payments are not made within the statutory time limit.

### 8.3 **Discretionary Home Loss Payments**

Where a Tenant does not qualify for a statutory Home Loss Payment, then HFL may decide to make a discretionary Home Loss Payment. The circumstances under which discretionary payments may be made will vary but, as a general rule, payments may be made for one or more of the following reasons:

- a) Where the qualifying events do not apply, but HFL has made the decision to rehouse the Tenant permanently from their home; and
- b) Where a Tenant does not qualify for a statutory Home Loss payment because of their tenancy tenure or the length of time they have occupied the home; or
- c) In order to prevent delay or significant difficulty in taking schemes or plans forward.

The Housing Manager will be responsible for identifying the need for a discretionary Home Loss Payment. Each individual case will be considered on its merits. The Chief Executive or delegated representative has authority to approve discretionary Home Loss payments that meet the above criteria. Cases that may set a precedent must be referred to the Customer Board for approval.

8.4 Where a Home Loss Payment is to be made, and the Tenant receiving the payment has rent arrears, then HfL will seek to make an arrangement with the Tenant for some or all of the arrears to be repaid from the Home Loss Payment.

## 9.0 TRAINING

9.1 HfL is committed to achieving high levels of customer satisfaction in the delivery of this Policy.

## 10.0 COMPLAINTS

10.1 All Tenants have the right to complain or appeal if they feel that HfL has not dealt properly with their decant or request for a Home Loss Payment. A copy HfL's Complaints Handling Policy is available on the website and in paper format on request.

## 11.0 EQUAL OPPORTUNITIES

11.1 This Policy will not be used to discriminate against any individual or household on grounds of race, religion, marital status, disability, age, sexual orientation, gender reassignment, political opinion, pregnancy, or maternity. HfL aims to promote equal opportunities and comply with the requirements of the Equality Act 2010.

## 12.0 CONFIDENTIALITY

12.1 All information received in connection with a decant or Home Loss payment request is confidential to HfL. This means that HfL can only share the information or pass it to other individuals and agencies with the prior written consent of the person providing the information.

12.2 The only exceptions to this will be where HfL team members consider that a person's safety or wellbeing is at risk or where HfL is obliged to give information by law or as part of a legal process, when the inevitable alternative is to face a contempt of court charge. The decision to break confidentiality and share information without consent will be taken at senior management level and only after careful consideration.

If anyone feels that they are dissatisfied with the service they have received as a result of this policy they have the right to complain and should use the HfL Complaints Handling Procedure to do so. Further information on how to make a complaint is available from the HfL website. Complaints can be made via the website, in person in writing or by email, or by telephoning the HfL office.

### 13.0 POLICY AVAILABILITY

13.1 A copy of this Decant and Home Loss Policy is available on HfL's website and in paper format on request.

### 14.0 REVIEW OF POLICY

14.1 The Housing Manager is responsible for ensuring that this Policy is implemented when required.

14.2 This Policy will be reviewed every 3 years, or earlier if legislative, performance or other changes necessitate it.

## APPENDIX ONE: DECANT DISTURBANCE PAYMENTS AND ARRANGEMENTS

Item	Liability	Notes
Temporary accommodation as a result of fire or flood	Homes for Life	We will support you to access reasonable, suitable temporary accommodation
Disconnection and connection of your appliances in decant accommodation such as cooker, washing machine tumble dryer, etc.	Homes for Life	If our trades people assess your appliances as not being safe to reconnect we may not do this. We may elect to put your items into storage if we do this we will have some of our own appliances installed in the decant accommodation
Fuel used during the period of occupation	Tenant	You would be using fuel whatever accommodation you are in so We will not generally bear the cost of this. If fuel is provided in temporary accommodation as part of the hire then no further charge will be made for this.
Rent	Tenant	You will continue to pay the rent and service charge for your permanent home during the decant period.
Council Tax	Tenant/ Homes for Life	The tenant will be liable for Council Tax at the decant property . An exemption will be applied for up to a period of 6 months at their permanent home. Any increase in council tax will be covered by Homes for Life Group.
Staying with a relative during decant	Tenant	You will pay no rent to us for this period. We will pay for appropriate storage for your furniture etc.

Television	Homes for Life	We will provide a working television aerial for the provision of digital television. We will not pay for the removal or reinstallation of satellite television or pay per view packages. Any excessive costs may be eligible for reimbursement as a discretionary payment which is covered later in this policy
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Gardening	Tenant	The garden, if one is provided, will be handed over in neat and tidy condition but it will be the responsibility of the tenant to maintain it for the duration of the decant unless they are elderly or disabled and do not have a garden at their permanent home.
Telephone	Homes for Life	Any cost associated for the transfer of a landline.  We will not pay any costs associated with mobile phones or any costs associated with the transfer of your existing number in your decant accommodation.
Broadband and Wi-Fi	Homes for Life	We will pay for the transfer of this if you have a contract package. We will not pay for the line rental or any other broadband or Wi-Fi charge.
Mail redirection	Homes for Life	We will pay for mail redirection for the duration of the decant.
Removal costs	Homes for Life	We will normally arrange the removal of your furniture and possessions either straight to storage or to your decant accommodation using our own contractor. If you elect to arrange your own removal we will meet any reasonable costs.
Storage	Homes for Life	If you are going to a smaller property for the duration of the decant or if you are staying with friends or relative we will pay any reasonable storage costs.
Access to items in storage during the decant period	Tenant	The tenant will be liable for any costs incurred to access items that are in storage.

<b>The Property You are Leaving</b>		
Security shuttering if required	Homes for Life	
Fuel power used by the Contractor during the course of the repairs	Homes for Life	
Returning the property to a lettable standard on completion of works	Homes for Life	
Damage to temporary accommodation. Hotel or B&B and bills in the accommodation	Tenant	Homes for Life will pay for the accommodation. If damage is caused to the temporary accommodation or bills are run up for meals and drinks this will be the tenants' responsibility.
Subsistence in temporary accommodation	Homes for Life	Where a tenant is obliged to stay in a hotel or B & B in the short term, we will pay an allowance for meals. This will stop where the tenant secures self contained decant accommodation with cooking facilities
Expenses or living costs. Where a tenant or their household is faced with excessive costs in temporary accommodation for transport to work and education or heating costs We may grant discretionary payments to avoid hardship.	Homes for Life	A Director of the Association or the Chief Executive may authorise the additional payment of sums on a discretionary basis to address hardship experienced by the tenant as a direct result of the tenant living in temporary accommodation. There is no automatic right to these payments. The tenant must evidence their claim with receipts. The decision of the Director or Chief Executive is final.