



## **Decant Policy**

**Issued by Housing & Community Safety**

**March 2024**

## **Decant Policy Quality Record**

<b>Revision</b>	<b>Date</b>	<b>Description</b>	<b>Stage</b>	<b>Agreed</b>
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**This Policy is available in larger print.  
Please contact Human Resource if you require  
assistance.**

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## **1. Policy statement**

1.1 Nuneaton and Bedworth Borough Council, as a landlord, is required under the terms of its tenancy agreements to keep the structure and exterior of its tenanted properties, including communal areas, in good repair.

Improvement works and major repairs will normally be carried out whilst the tenant remains in their home. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk or the works are extensive, when works cannot be carried out with the tenant in the property.

Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works required.

## **2. Responsibilities**

2.1 The Assistant Director for Social Housing and Community Safety retains the overall responsibility for the implementation of this policy.

2.2 The Tenancy Services Manager, Tenancy Services Team Leader are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

2.3 All housing teams across the Council will be made aware of this policy.

## **3. Aims of Policy**

3.1 The aims of this policy are:

- To ensure decants operate in a fair, equitable and reasonable manner and in accordance with the Council's allocations policy.
- To deliver simple but effective consultation and feedback with tenants that need to be decanted at the earliest opportunity and throughout the process.
- To enable decants to be carried out with minimal disturbance to tenants.
- To outline the support both financial and practical, provided to tenants who are required to decant.
- To minimise rent loss to the Council by having a joint approach to decants in line with current allocations policy and the development and refurbishment process.

## **4. Scope of policy**

4.1 This policy applies to a range of circumstances where the tenant must move out of their property on a temporary or permanent basis. This includes:

- Extensive and intrusive works which cannot be carried out with the tenant in situ.

- Loss of services/ amenities.
- The property is structurally unsound.
- Extensive damage due to fire or flooding making the property uninhabitable.
- Where it is not safe for the tenant to remain due to anti-social behaviour, domestic abuse, harassment, or criminal activity.
- The property is scheduled for demolition or sale.
- Where disability or other medical needs would have a detrimental impact upon the tenant and/or their household whilst remedial works are taking place.
- Where the property is no longer suitable for the tenant and is unsafe for them to remain without extensive adaptations.

## 5. **Eligibility**

- 5.1 Inline with legislation and existing best practice, assistance, and rehousing, where appropriate, will be offered to tenants, their household family members who have been living with the tenant for over 12 months.
- 5.2 The Council will not rehouse unauthorised occupants, sub-tenants, lodgers and other non-secure occupants.

## 6. **Legal context**

- 6.1 The key legislation that relates to decants is:

- Housing Act 1985

If a decant is necessary, the council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants when they are substantially affected. Consultation must be at a time when proposals are still at an early stage and the council will consult with all affected persons.

The Council retains the legal right under Ground 10 or 10A of schedule 2 of the Housing Act 1985 to commence legal proceedings as a last resort to obtain possession of a property to carry out major works or refurbishments. This action will only be considered once all other alternative routes have been explored and reasonable offers of rehousing rejected.

- Housing Act 1988

Schedule 2, Part III of the Housing Act 1988 provides a definition of suitable alternative accommodation. The Council should provide the tenant with equivalent security of tenure and where practical the accommodation should be similar in size, situation and cost.

- Land Compensation Act 1973

Section 30 of the Land Compensation Act 1973 sets out provisions for statutory home loss payments to be made to compensate tenant who have to permanently move out of their home (subject to certain eligibility criteria). The mandatory lump sum payment is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts) England Regulations 2020.

➤ **Town and Country Planning Act 1990**

If the Council decides to pursue compulsory purchase owner occupied property, then it will comply with current legislation covering the use of Compulsory Purchase Orders under the Town and Country Planning Act 1990 or the Housing Act 1985 (as amended by the Planning and Compulsory Purchase Act 2004).

## **7. Types of decants**

### **7.1 Unplanned Temporary – emergency**

Where an unplanned event occurs that results in a tenant having to be moved out of the property immediately, for example a fire, flood, storm damage, damp and mould, or major leak, temporary accommodation will be arranged until the situation can be fully assessed and/ or fully resolved.

### **7.2 Unplanned Temporary - non emergency**

Where an unplanned repair work is required that cannot be carried out with the tenant in situ, but does not require the tenant to leave immediately, temporary alternative accommodation will be provided.

### **7.3 Unplanned Permanent**

A permanent decant maybe required where the damage is so extensive that permanent rehousing is necessary, for example a major fire or there is serious risk of anti-social behaviour that it is not safe for the tenant to remain or return. This option will be considered where the work is expected to take more than 6 months to complete and the tenant consents to move indefinitely.

### **7.4 Planned Temporary**

A planned temporary decant maybe required where works such as damp proofing, structural works or asbestos removal are required and would leave the tenant without basic facilities for a period of time but the tenant can return on completion of the works.

### **7.5 Planned Permanent**

A permanent decant may be necessary where it is planned to dispose of, demolish and/ or develop the property; or to remodel a whole block or estate resulting in a different number of properties and/ or property sizes; or to alter the property to the extent that it no longer suitable for the existing tenants needs. In these circumstances the Council will work closely with affected tenants at all stages to support them through the process and help find suitable alternative accommodation.

7.6 For Unplanned Permanent or Planned Permanent decants, the following principles will apply:

Tenants will be given Band 1+ in order to facilitate a move as soon as possible.

Where the Council has already started possession proceedings against a tenant, prior to the decant, legal action to end the tenancy will be considered. Where an outright possession order has been obtained but not enforced, the tenant will not be eligible for assistance unless there are exceptional circumstances.

Existing tenants will, as far as possible, be offered a new tenancy on a like for like basis and the Council will match tenants to void properties that become available and will make three offers of suitable alternative accommodation.

The Council will provide a package of support tailored to meet each households needs.

Tenants who move to a property on a permanent basis will be required to pay the rent of the new property (not their original rent) and will be required to adhere to the tenancy conditions of the new property.

7.7 For Unplanned Temporary (emergency and non-emergency) and Planned Temporary decants, the following principles will apply:

Tenants will be moved to alternative accommodation within the Council's housing stock and will be granted a temporary licence agreement. They will be expected to return to their original accommodation once works have been completed. Appendix 1.

If the tenant requests to remain permanently in the temporary decant accommodation the Council may, at its discretion approve such a request, where for example the permanent move would address the housing need and there are no outstanding rent arrears or other breaches of tenancy. In this situation, any offer of alternative accommodation would be in line with the Councils Allocations policy.

## **8. Establishing that a decant is necessary**

8.1 For all planned decants, the Councils Building Surveyor will complete a Decant Assessment Form giving details of works that are required, the reason why a decant is considered necessary, together with the anticipated timescale for completing the works. Appendix 2.

8.2 When considering if a decant is necessary for major planned works, at least one of the following must be applicable:

- One or more of the following cannot be restored at the end of a normal working day – water supply, toilet facilities, electricity.
- Works involve the use of hazardous substances.
- Works will involve tenants losing a significant portion of habitable living space and works cannot be sequenced to avoid it.
- Work needed is likely to pose a health and safety risk to the tenants or household members.

- Tenants or their household members have medical/ health needs which suggest that works could have a detrimental impact on their wellbeing. This should be supported by medical evidence.
- Any request for a decant will be authorised by a Manager before the request is passed to the Tenancy Services Team.

## **9.0 The Councils Responsibilities**

- 9.1 If a decant is necessary, the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants. For planned decants, consultation must be at a time when proposals are still at an early stage and the Council will consult with the affected persons.
- 9.2 The Council acknowledges that moving home is stressful, especially where the resident may feel that their options are limited. This Decant Policy ensures that decants are carried out appropriately and efficiently.
- 9.3 Residents will be supported through this process by their Tenancy Management or Tenancy Support Officer. This includes engaging with other linked services such as Housing Solutions, Income Recovery, Revenues and Benefits, Capital Projects, and Repairs etc.
- 9.4 Every tenant identified as requiring a decant will be visited at the start of the process to discuss:
  - What the proposed project is and why it is being undertaken.
  - When the work will be done.
  - The decant policy and process.
  - Completion of management move paperwork for cases of anti-social behaviour.
  - Proposed timeframes.
  - What we will do to support tenants and their families.
  - Whether there are any requirements for aids and adaptations to support the move.
  - Assessment of any support needs.
  - Be provided with the name and contact details of a dedicated officer for the duration of their move.
  - Receive confirmation in writing of the discussions had during their home visit.
- 9.5 Rehoming for pets: In the event of a tenant being unable to take a pet to their accommodation due to restrictions placed on the property, the Council will explore all available options and take this into consideration before making an offer of accommodation. Only households that have requested permission to keep a pet as per the Council's tenancy agreement and are keeping the pet in line with the tenant obligations will be eligible.

## **10.0 Tenants Responsibilities**

- 10.1 Where a tenant is being decanted, they will be expected to pack up their own belongings unless they are vulnerable or have special needs, in which case a packing service will be considered. Tenants must ensure that they have taken steps to ensure that their fridges and freezers are cleaned, having been emptied and defrosted, if necessary before the removal company arrives.

- 10.2 The tenant is required to provide access to contractors, as necessary, before the move takes place.
- 10.3 Tenants must take responsibility for their own fixtures and fittings and an inspection will take place with the Surveyor to outline what works will be done the property.
- 10.4 For temporary decants, leave their permanent home in a state as agreed by the Surveyor, for example if they are asked to clear specific rooms ahead of works commencing.
- 10.5 Pay the rent for the property they are occupying during the period of a temporary decant.
- 10.6 If the tenant is being transferred to alternative accommodation, they will be responsible for clearing their belongings from the alternative accommodation and for giving vacant possession of that alternative accommodation once works have been completed.
- 10.7 If the household has contents or other insurance, the tenant is advised to notify their insurance company/ies about the change of address whether it be a temporary or permanent decant.

## **11. Suitable Alternative Accommodation**

- 11.1 Suitable alternative accommodation refers to accommodation which provides the tenant with the equivalent security of tenure and is similar in regard to rent, size, location etc. as required under Schedule 2. Part III of the Housing Act 1988 and meets the tenants needs.
- 11.2 Where the tenant is currently under-occupying, they will normally be offered a smaller property to meet their current needs. However, cases may be considered where there are exceptional circumstances which may warrant the offer of a larger property. Similarly, where a tenant is overcrowded in their current property and has an assessed need on NBBC Homes, a larger property than they currently occupy may be offered.
- 11.3 When possible, the Council will offer like for like, but this depends on availability of properties in the local area and whether it would unreasonably delay the planned works.
- 11.4 The Council will take into consideration the tenants stated preferences in terms of location and proximity to family and schools, but alternative accommodation will be deemed to be suitable if it is of appropriate size and the Council considers it to be a reasonable travel distance to the tenant's place of work.

## **12. Refusal**

- 12.1 Tenants have the right to refuse offers of accommodation. However, after a reasonable offer of accommodation have been made, the Council will make a final offer and this will be the first available property that meets the households bedroom needs and is close to their areas of preference as possible.
- 12.2 Where a tenant refuses to move or has refused other offers of suitable alternative accommodation and other options are not feasible, the Council has the right to apply for an injunction or to apply for possession of the property for decanting purposes.

Secure Tenancies:

Ground 10 Schedule 2 Housing Act 1985  
Ground 10A Schedule 2 Housing Act 1985

Introductory Tenancies:

S127 Housing Act 1996

Flexible Tenancies – I need to look into this, I believe it would be section 107 Housing Act.

### **13. Financial Support**

- 13.1 Tenants who are required to move permanently due to demolition, redevelopment or improvement rights have a statutory entitlement to a disturbance payment. The purpose of the payment is to reimburse tenants for all reasonable costs that they have incurred as a result of having to move.
- 13.2 The Council will normally meet all reasonable costs that are incurred as a direct consequence of a decant. Examples of costs include:
  - Removal and storage costs.
  - Carpet and floor coverings.
  - Curtains and window coverings.
  - Light fittings: existing light fittings will be transferred and refitted.
  - Adaptations within the home.
  - Disconnection and reconnection of appliances.

The above list is not exhaustive and other items will be considered on their individual merits.

### **14 Home Loss Payments**

- 14.1 Where the Council requires a tenant to move permanently due to demolition, improvement (which includes alteration or enlargement) or redevelopment (which includes change of use), they may be entitled to claim a statutory home loss payment, to compensate them for the upset and distress of losing their home. Home loss payments are not available for temporary decants.
- 14.2 Section 30 of the Land Compensation Act 1973 sets out the provisions for the statutory home loss payments. The mandatory lumpsum is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts) England Regulations.

### **15. Rent and Rent Arrears**

- 15.1 While the tenant is decanted on a temporary basis, they will pay the rent due for their principal home and the Council will cover the cost for the temporary accommodation charges.

## **16. Monitoring**

16.1 This policy will be reviewed every three years, unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier.

## **17. Related Documents**

Tenancy Agreement  
Allocation Policy  
Tenancy Policy  
Decant Referral form  
Complaints Procedure

## **18. Review Date**

18.1 This Policy will next be reviewed in March 2026, unless there has been a change in Legislation in the meantime.

## **Appendix 1 Decant Licence agreement**

**Important:** this LICENCE is a binding document. Before signing it you should read it carefully. If you do not understand this LICENCE or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

THIS AGREEMENT is made on **INSERT DATE**  
BETWEEN

(1) **Nuneaton and Bedworth Council ("NBBC") of Town Hall, Coton Road, Nuneaton, CV11 5AA.**

and

(2) ('the Licensee')

### **1. NATURE OF THE AGREEMENT**

This licence agreement is intended to facilitate the temporary decant of the Licensee from premises known as **XX ("the Premises")** in order that NBBC may undertake **necessary works to the Premises. It has been agreed between NBBC and the Licensee that the Licensee will vacate the Property and move back to the Premises upon receipt of written confirmation from NBBC that the necessary work to the Premises has been completed.**

This agreement is not intended to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

### **2. LICENCE TO OCCUPY**

NBBC permits the Licensee to occupy the **(FLAT)** known as **(XX) ('the Property')**, such occupation being by the Licensee only until this agreement is terminated.

### **3. PAYMENT**

The Licensee shall continue to pay NBBC rent for the Premises during their occupation of the Property. No licence fee is payable by the Licensee for their occupation of the Property.

### **4. OUTGOINGS**

- 4.1. The Licensee must be responsible for paying council tax, water and sewerage charges and for all gas and electricity consumed on or supplied to the Property during his/her occupation.
- 4.2. Payment must be made direct to the local authority or suppliers on receipt of accounts from them.
- 4.3. The Licensee must, if requested to do so supply evidence to NBBC of payment direct to the local authority or suppliers.

### **5. STATE AND CONDITION**

The Licensee must keep the interior of the Property in good and clean condition and must not cause a fire or safety hazard by keeping or storing an excessive quantity of goods and/or possessions at the Property.

### **6. LICENSEE'S OBLIGATIONS**

The Licensee:

- 6.1. Must not keep any dogs, cats or other pets in the Property;
- 6.2. Must not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium;
- 6.3. Is responsible for insuring their own possessions whilst living at the Property;
- 6.4. Must not cause or allow invited visitors to cause a nuisance to neighbours, staff or other tenants or licensees of NBBC;
- 6.5. Must not to commit or allow invited visitors to commit any form of harassment on the grounds of race, colour, religion sex, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to, any other Licensee, member of his/her household, NBBC staff, visitors or neighbours.
- 6.6. Must not to play or allow to be played any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or other tenants or licensees.
- 6.7. Must use the Property for residential purposes and not operate a business at the Property, or use the Property for any illegal purposes, or transfer this Licence (which is personal) to any other person.

- 6.8. Must ensure that at the end of this Licence the Property is cleared of the Licensee's effects and possessions and left in the state and condition required by the provisions of this agreement;
- 6.9. Must allow NBBC to have access to the Property in order to inspect it and to carry out repairs to the structure, roof, exterior and services (including the undertaking of the annual gas safety inspection) at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Licensee as reasonably practicable and making good any damage caused to the Property and the Licensee's property.
- 6.10. Must not to remove or make any alterations or additions to the Property or any fixtures, fittings or furniture provided by NBBC.
- 6.11. Must report to NBBC promptly any disrepair or defect in the Property or in any installation therein or in the fixtures, fittings or furniture.
- 6.12. Must not take in any lodger or allow anyone else to live in the Property.
- 6.13. Make good any damage to the Property or NBBC fixtures, fittings and furniture or to the common parts of the building caused by the Licensee or any invited visitor to the Property, fair wear and tear excepted, and to pay any costs incurred by NBBC in carrying out such works in default.

## **7. TERMINATION**

This Licence may be ended:

- 7.1 By NBBC giving to the Licensee in writing not less than 7 calendar day's notice in advance of the date on which the occupation of the Property shall end ("End Date").
- 7.2 By the Licensee giving to NBBC in writing not less than 7 calendar day's notice that their occupation of the Property shall end ("End Date").
- 7.3 The Notice in Clause 7.1 shall be deemed served on the Licensee if marked for their attention and left at the Property.
- 7.4 The Notice in Clause 7.2 shall be deemed served on NBBC if marked for their attention and left at their authorised address or sent by email.

7.5 The Licensee agrees to vacate and remove themselves and all occupiers from the Property on the End Date and return to the Premises.

7.6 The Licensee agrees to return all keys and to leave the Property clean and completely cleared of their furniture and any other household or personal belongings on the End Date.

NBBC has a procedure for dealing with complaints raised by the Licensee on any matter arising from this Agreement. The procedure shall operate in accordance with the requirements of the HCA as laid down from time to time.

If still dissatisfied after the complaints procedure has been exhausted, the Licensee has the right to refer the matter to the Independent Housing Ombudsman.

NBBC is subject to any guidance on housing management practice issued by the HCA provided that no tenancy shall be created.

Signed by Licensee(s).....

Date.....

Signed on behalf of Nuneaton and Bedworth Council.....

Name.....

Date.....

## Decant Request Referral Form



**The following is to be completed by the Capital Projects Team**

<p>Referrals must be sent to <a href="mailto:tenancy.officers@nuneatonandbedworth.gov.uk">tenancy.officers@nuneatonandbedworth.gov.uk</a> as soon as a decant is identified so suitable accommodation can be sourced as promptly as possible.</p> <p>If a decant is urgent and required immediately, please call the Tenancy Services Manager/Team Leader for assistance.</p>	
<b>Date of Request</b>	
<b>Officer Name</b>	
<b>Job Title</b>	
<b>Team</b>	
<b>ASSET DETAILS</b>	
<b>Property Address</b>	
<b>Asset Details</b>	<b>No. Bedroom(s):</b> <b>Bathing Facilities:</b> <b>Property Features:</b>
<b>REASONS FOR DECANT</b>	
<p>Please refer to the Decant Policy</p>	
<b>Is a decant required as a matter of urgency?</b>	

<p>e.g., <i>unplanned emergency</i></p>	
<p><b>Are there any immediate health and safety risk(s) that need addressing?</b></p> <p><i>If yes, please describe the risks and the impact to the tenant(s) and their household and the property.</i></p>	
<p><b>Are the works required planned or unplanned?</b></p> <p><i>Please give details</i></p>	<p><b>Unplanned</b></p> <p><b>Planned</b></p>
<p><b>Permanent or Temporary Decant?</b></p> <p><i>Please give details</i></p>	<p><b>Permanent</b></p> <p><b>Temporary</b></p>
<p><b>If temporary, how long is a decant required for?</b></p>	
<p><b>Date of Commencement of Works</b></p>	
<p><b>Date works are due to completed by</b></p>	
<p><b>Allocated Contractor(s)</b></p>	
<p><b>Lead Officer (NBBC)</b></p>	

<p><b>Description of Works Required</b></p> <p><i>Please provide a detailed overview of the works requested and the reason for the works. You should also include any deadlines for the works.</i></p>	
<p><b>Supporting Evidence</b></p> <p><i>e.g., Surveys, reports, photographs</i></p>	
<p><b>HOUSEHOLD INFORMATION</b></p>	
<p><b>Tenant(s) Name(s)</b></p>	
<p><b>Household Member(s)</b></p> <p><i>Please include names, DOB and relationship to the tenant(s)</i></p>	
<p><b>Preferred Method of Contact and Details</b></p>	
<p><b>Medical Information or Support Needs</b></p>	
<p><b>Pets?</b></p> <p><i>If yes, please include details of what animals and how many</i></p>	
<p><b>Any potential risks?</b></p> <p><i>If yes, please specify</i></p>	

<b>TMO/TSO SUPPORT REQUIRED?</b>	Yes  No
<b>BUDGET INFORMATION</b>	
<b>Budget Code</b>	
<b>Budget Holder</b>	
<b>Approved Spend (£)</b>	
<b>Date Approved by Budget Holder</b>	
<b>Any Other information</b>	

**The following is to be completed by the Tenancy Services/Housing Solutions Teams**

<b>DECANT DECISION – DECANT PANEL</b>	
<b>Approved?</b>	Yes  No
<b>Permanent or Temporary?</b>	Permanent  Temporary
<b>Disturbance Payment Required?</b>  <i>Please give details</i>	Yes  No
<b>Reasons for Decision</b>	

<b>Date Response Issued to Lead Officer</b>	
<b>Deciding Panel Officers</b>	
<b>ACCOMMODATION DETAILS</b>	
<b>Property Address(es)</b>	
<b>Cost per night (£)</b>	
<b>Duration of Decant</b>	
<b>Date Decant Commenced</b>	
<b>Anticipated Date of Decant Termination</b>	
<b>Decant Licence Completed?</b>	
<b>Lead Officer (NBBC)</b>	

<b>ADDITIONAL INFORMATION</b>	
<p>The Team requesting the decant are responsible for covering the cost of this accommodation and any transport arranged by the Housing Solutions/Tenancy Services Team.</p> <p>The Housing Solutions/Tenancy Services Teams require as much information as possible on this form to ensure that suitable accommodation is secured accordingly for the tenant(s), their household and/or pets.</p> <p>The Lead Officer for Capital Projects may be required to attend the panel hearing to answer any questions about why the decant is required, what the works entail and how long the decant is required for.</p>	