

APPENDIX

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DRAFT

Newark and Sherwood District Council

Decant Policy 2023 - 2026

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Linked policies:

Compensation Policy

Complaints and Feedback Policy

1. Purpose

- 1.1 The purpose of this policy is to explain how Newark and Sherwood District Council support when it is necessary for us to move tenants from their homes to complete major work (which cannot reasonably be done with the tenant in residence) or where a property is to be demolished or disposed of. This process is called a 'decant.'

2. Policy Statement

- 2.1 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.
- 2.2 Where possible, the Council will carry out work whilst the tenant remains in their home. However, there will be certain situations when this is not possible such as extensive works or urgent health and safety works. Where this is the case, we will explain the reasons for the requirement to move and work closely with tenants throughout the decant process. We will explain the process, timescales, the nature of the works whilst also making sure that disruption is kept to a minimum and that tenants feel supported throughout.
- 2.3 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 is where the tenant moves to another property and will not move back to the original property. Any arrangements will be confirmed in writing.
- 2.4 Eligibility for the preserved Right to Buy should not be affected by either a temporary or permanent decant as the preserved Right to Buy is based on tenancy with a qualifying landlord and not on a specific property. The Council will clearly explain any impact of a decant on a tenant's rights and security of tenure.
- 2.5 This policy does not cover:
- i. where a tenant chooses to move through transfer, mutual exchange or by ending their tenancy.
 - ii. Planned investment works such as new kitchens or bathrooms
 - iii. Regeneration schemes with their own separate arrangements

3. Temporary Decant

- 3.1 Situations classed as temporary include, but are not limited to:
- i. An emergency that causes a significant impact on the condition of the current property meaning it is uninhabitable.
 - ii. To undertake major repair works which could aggravate the medical condition of a householder or adversely impact on a vulnerable household's health and wellbeing.
 - iii. Extensive repair and improvement works which would leave the home uninhabitable.
- 3.2 In an emergency, 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 for suitable options.

- 3.3 The Council will try to provide choice regarding the temporary accommodation offered but this cannot be guaranteed, and, in some circumstances, the Council may make one direct offer of suitable accommodation only.
- 3.4 Where offering temporary accommodation, the Council will consider:
- i. Whether the size of the temporary accommodation meets the households needs.
 - ii. The distance of the accommodation from the household's place of work or education.
 - iii. Evidenced health and wellbeing needs of the household.
- 3.5 A 'Decant Agreement' will be issued if the temporary accommodation also belongs to the Council. They will continue to pay rent (including claiming Housing Benefit or the housing element of Universal Credit) on their main home and will not be charged rent in respect of the temporary accommodation. 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, Newark and Sherwood District Council may take legal action to repossess the temporary accommodation.
- 3.6 Where the temporary accommodation is not owned by Newark and Sherwood District Council (such as a hotel, bed and breakfast, private property or other home not owned by us) they will continue to pay rent (including claiming Housing Benefit or the housing element of Universal Credit) for their main home and the Council will cover the cost of the temporary accommodation and any agreed, relevant expenses relating to this stay.
- 3.7 The storage of belongings will be agreed as either:
- i. Left in their main home - This would be at the tenant's risk and the tenant will be responsible for making sure belongings are adequately insured.
 - ii. Moved to the temporary accommodation or put into storage. The reasonable cost of this will be covered by the Council.
- 3.8 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.

4 Permanent Decant

- 4.1 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 sold or demolished.
- 4.2 If this is the case, tenants will:
- i. Be consulted 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.
- ii. Supported to register for MyAccount and given sufficient priority to facilitate a move.
 - iii. Likely direct matched to a 'like-for-like' property, considering the circumstances and needs of the tenant and their household, per Section 3.4 of this policy.
- 4.3 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 currently have. If this is not possible, the tenant will be advised on the changes and what this means. Any refusal on these grounds will not be counted as suitable alternative accommodation.
- 4.4 Where the original home is subject to redevelopment or remodeling, the tenant may express a wish 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 including affordability and rent levels.

5 Compensation

- 5.1 Tenants may be entitled to compensation for losing their home permanently and support for the disturbance caused by moving temporarily or permanently from their home. Full details can be found in our Compensation Policy.
- 5.2 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, the Council will consider recharging the tenant for the full cost of the decant and all works, even if the work is normally part of a landlord's responsibility.

6 Right to review decision

- 6.1 Where a tenant does not agree with the Council's final offer of accommodation, there is the right for this decision to be reviewed. A request to review:
- i. The review should be in writing to the Assistant Business Manager, Housing and Estates Management
 - ii. Must be submitted within 21 days of the refusal
 - iii. Must set out the reasons for the final offer of accommodation being unsuitable
- 6.2 The offer will be reviewed by a senior officer not involved in the original decision and a written outcome will be provided within 28 days of the review being received.

7 Legal action

- 7.1 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.
- 7.2 Ground 10 and 10a of Schedule 2 of The Housing Act 1985 allows the Court to grant a possession order where a landlord intends to redevelop the property. To be successful, the Court will need to be satisfied that there is suitable alternative accommodation available before it will make an order.

- 7.3 If a tenant refuses to return to the original property once it becomes available on completion of works, and remains in the temporary home, Newark and Sherwood 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.
- 7.4 Tenants are advised to seek their own independent legal advice in these circumstances, such as Citizens Advice.

8 Support and Assistance

- 8.1 The Council will put the tenant experience at the centre of this service and recognises some tenants may need extra support and reassurance. Tenant circumstances will be considered when a decant is required to provide a flexible process taking account of these circumstances.

9 Making a complaint or providing feedback

- 9.1 We welcome feedback to improve our services. If a tenant would like to provide feedback on this service or is not satisfied with how the Council has applied with any aspect of this policy, please refer to the Council's Corporate Feedback Policy on how to make a complaint.

10. Approval, Consultation and Review

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