

DECANT POLICY

WE ARE TO HERE TO HELP



DEVELOPING HOMES AND CREATING OPPORTUNITIES
FOR PEOPLE WITHIN WEST NORFOLK

Freebridge
COMMUNITY HOUSING

DECANT POLICY

This Policy covers circumstances when it is necessary for Freebridge Community Housing to ask tenants to vacate their permanent home temporarily to enable refurbishment or repair works to be carried out.

The Policy gives examples of the circumstances in which this may be necessary and the financial compensation that will be made available.

The following are circumstances in which it might be necessary to require tenants to vacate their permanent home:

- Where major structural repairs, refurbishments or improvements are required to the property, which would make it impossible for the tenant to remain in occupation in particular regards to Health and Safety. Our Tenancy Agreement states specifically under **Section 10. Access to your Home, “you must allow our employees or agents reasonable access to your home to: carry out improvements to your home”**.
- That the property has been damaged or made structurally unsound owing to a fire or flood and it is not safe for the tenant to occupy until the repairs have been carried out.

Freebridge Community Housing will seek suitable alternative accommodation in these circumstances. Where possible, accommodation will be found within Freebridge Community Housing’s own stock. If there are no suitable vacancies then other social landlords will be approached.

In an emergency, bed and breakfast or hotel accommodation may be used in the short term.

Tenants will not normally be allowed to remain in their temporary accommodation when their permanent home, following the completion of repair/refurbishment work, becomes available for occupation. The exception to this is where the tenant has moved to another Freebridge Community Housing property, is already applying for a transfer and meets the criteria for an offer of that property for a permanent transfer. (Access to Housing Policy).

Tenants will be advised as early as possible of the need to move from their permanent home. The options for temporary alternative accommodation will be discussed with them in person by the Resident Liaison Officer (RLO).

Freebridge Community Housing will meet the following costs (Disturbance Payments) associated with removal including:

DISTURBANCE PAYMENTS:

Removals

Freebridge Community Housing will pay for removal expenses using our designated contractor. Vulnerable and elderly households will receive support during the moving process.

Appliances

Freebridge Community Housing will arrange for the disconnection and reconnection of your gas or electric cooker and washing machine.

TV Aerial and Satellite Dishes

Freebridge Community Housing will arrange for the reinstatement of any aerials or dish via our designated contractor to your home address.

Telephone and Mail

Freebridge Community Housing will arrange for the disconnection and reconnection of your telephone lines.

Freebridge Community Housing will pay for the redirection of your mail for the period you are temporarily displaced. You will need to contact the Post Office to arrange this.

Carpets

Freebridge Community Housing will arrange for a carpet fitter to refit existing carpets where possible. If floor coverings are damaged then you will be entitled to compensation to the value of £500 on production of receipts/estimate.

Disturbance Allowance

Freebridge Community Housing will pay you a disturbance allowance of £400.00 in recognition of the disruption caused to you. This will be paid providing you have no outstanding debt with us i.e. rent arrears.

In the event that any tenant(s) do have an outstanding debt with us, the amount of disturbance allowance will be offset in full against any sum owed.

Decorating Allowance

A further allowance of £250 will be paid toward the cost of redecoration which is payable on production of receipts or alternatively decoration vouchers will be available.

Special Expenses

One adult per household may claim for loss of earnings on the removal day(s). This must be certified in writing from the employer. This is only payable if there is no other adult available on the day. If this person is self employed the loss of earnings payment will be capped at £150.00 i.e. Allowance of 1 day per move.

If any other reasonable financial costs are incurred as a result of the temporary relocation, such costs i.e. travel costs, will also be reimbursed, subject to the approval of the Assistant Director of Assets/ Asset Management and the presentation of satisfactory proof of payment (i.e. receipts). You should notify us in advance of any costs that you consider should be reimbursed.

Returning to your home

Before your home is accepted back from the contractor, it will be inspected by Freebridge Community Housing to ensure that all the work is completed and that it is clean and tidy. Once the keys are back you will have a maximum of one week to return the keys of the property in which you have been temporarily living.

Freebridge Community Housing will also inspect the decant property to ensure that you have left the property as you found it. If any damage is found then this will be subject to being recharged to you or deducted from any disturbance payment.



DECANT POLICY APPENDICES:

APPENDIX 1
STANDARD INFORMATION LEAFLET
RE 'DECANTING ARRANGEMENTS'

APPENDIX 2
INDIVIDUAL WORKS CONTRACT

APPENDIX 3
DECANT CHECKLIST

DECANT POLICY- APPENDIX 1

DECANTING ARRANGEMENTS

Introduction

The purpose of this leaflet is to clarify what action will be carried out when you are decanted from your home to allow its modernisation. It is hoped that that the information is comprehensive but you may have issues that are unique to your circumstances.

If this is the case then you should contact your RLO

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who will be your main link throughout the process.

1. The Legal Position on being decanted.

You will be expected to sign an Occupation Agreement for the decant house which will give you legal permission to occupy that house for the period of the decant. For all other housing management purposes, e.g. succession of tenancy, you will be considered to still be the assured tenant of your current home during the period of the decant.

You will also be required to sign an Individual Works Contract in respect of the work to be carried out at your home. (Appendix 2).

2. Your Decant house

Freebridge Community Housing will make every effort to ensure that the house meets your needs. However, our ability to do so is dependent on the supply of vacant properties we have prior to the start of the modernisation programme.

During your occupation of the decant house you will as with your own home, be responsible for the payment of electricity and gas, the costs of telephone calls and payment of rent. The contractor carrying out the work in your home will be responsible for any fuel costs in your home during the period of modernisation.

3. Your Rent

The rent for your house will not be transferred to your decant house. Your rent will remain payable on your home. You will not have to notify the Local Authority about your temporary occupation as they will continue to pay housing benefit to your home (if applicable). This also applies to your council tax.

4. Housing Benefit

If you receive Housing Benefit you do not have to take any action. This is of course subject to there being no change in your personal circumstances: you retain responsibility during the decant period for informing the Housing Benefit Section if your household circumstances do change.

5. What we will arrange throughout the decant process

In addition to identifying your decant accommodation, Freebridge Community Housing will:

- Ensure that the decant house is clean and appropriate for your use
- Advise you on and repay any costs you incur in the re-connection of your phone
- Arrange for the plumbing in of your washing machine
- Provide an electric cooker in your decant house and arrange for the storage of your existing cooker in circumstances where no gas services available.
- Arrange for any TV or satellite aerials to be taken down and reinstated at your home.
- Arrange for your furniture and belongings to be moved to the decant accommodation. If you are physically unable to pack your belongings, we will make arrangements for this work to be carried out on your behalf
- Carpet the decant house. Your carpets in your own home will be uplifted by appropriately trained persons and stored
- Arrange for any garden there may be at your decant house to be maintained while you are living there
- Ensure that your garden in your own home is re-instated to the standard it was at the time the contractor took occupation of the site. This will be a condition of the contract of the successful contractor.

6. Issues that you should consider

- Advising your doctor and any other health professionals of your new address
- If you have children that their school are advised of your new address
- Advising your contents insurer of your change of address
- Ensuring that any other businesses or organisations that need to be aware of your new address are advised of it
- Arrange for the redirection of your mail
- Any specific issues or questions that you require further information on, please contact the RLO to clarify these points

7. Returning to your home after modernisation Freebridge Community Housing will:

- Ensure that the home is clean and appropriate for your housing
- Advise you on and repay any costs you incur in the re-connection of your phone
- Arrange for the plumbing in of your washing machine
- Re-install your cooker
- Arrange for the re-connection of your TV or satellite aerials
- Arrange for your furniture and belongings to be moved to your home
- Arrange for the re-laying of your carpets
- Ensure that the contractor has re-instated your garden to an acceptable standard

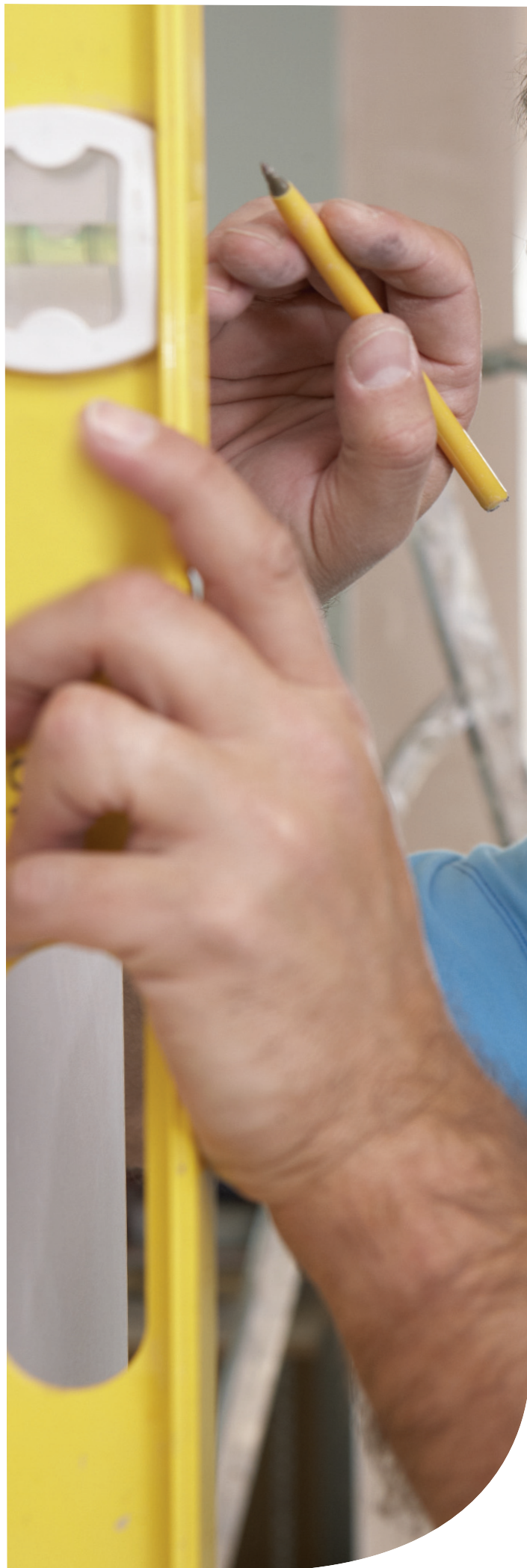
All that is expected of you as a decant tenant, other than in meeting the terms of the decant Occupation Agreement, is that the decant house and garden is returned to Freebridge Community Housing in the same condition as when you took up in occupation.

If the decant property is found to be damaged in anyway you will be recharged accordingly or alternatively a deduction will be made from your disturbance payment.

8. Contacts

Freebridge Community Housing is aware that as part of the modernisation program you will meet a number of officials from ourselves and other organisations. In order to ensure ease of contact at all times, the tenant contact for these improvements is

(Resident Liaison Officer).



DECANT POLICY- APPENDIX 2 INDIVIDUAL WORKS CONTRACT

Acceptance of Works and Liability for Abortive Costs in the event of later refusal (i.e. withdrawal of consent).

Key Principles

- During the process of improving your home, if there are any changes that you wish us to consider/change you must contact us at the earliest available opportunity so that Freebridge Community and its partner contractors do not incur costs relating to the production of detailed designs/specifications and the manufacture of materials related to a specific property in terms – only to then not be able to complete the installation and improvement work following the latter withdrawal of initially provided consent from the tenant/s
- Should this be the case – i.e. that having initially given a positive response and consent to the Improvement Programme work being carried out which is later withdrawn – and Freebridge Community Housing does incur costs in this respect by signing below the tenant/s are accepting that Freebridge reserves the right to seek reimbursement of the costs incurred as a result
- These costs will be itemised and detailed to the tenant/s via appropriate invoicing, and will then be subject to the payment terms and conditions as applied in circumstances of rechargeable repairs – as detailed in the Freebridge Community Housing Essential Information Booklet/Tenant Handbook

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DECANT POLICY- APPENDIX 2 (contd)

INDIVIDUAL ADDRESS AND TENANCY DETAILS:

Tenant/s:

Address:

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Contact Number:

Nature of works to be carried out:

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Start Date:

Approx. duration:

Decoration Cost: £.....

Meal Cost: £.....

Signed by the tenant/s*

Dated:

* By signing, I confirm that I have read, understood and fully accept the above Individual Works Contract, and that therefore should I after signature to this document now withdraw my permission and consent for works to be carried out (including via denial of access to the property) then I will be liable for abortive costs as incurred by Freebridge Community Housing for which they will provide me with details and invoicing as appropriate.

DECANT POLICY- APPENDIX 3

DECANTING CHECKLIST AND CONSIDERATIONS

When planning to decant tenants the following issues should be considered –

- Allow time (3 months) for adequate consultation where possible.

- Build in adequate time to the programme to develop a sufficient pool of decant properties and also moving time for individual residents.

- Budget for all costs associated with decanting, including payments to tenants and rent loss.

- Develop clear policies that identify the circumstances in which tenants will be offered either a temporary or permanent move.

- Ensure there are appropriate links between the decant and lettings policy, especially where the tenants have the option of a permanent move.

- Explain why the decant is necessary and what work will be carried out.

- Ensure that the works contract reflects the decant procedures and the availability of decant properties.

- Make appropriate arrangements for those who are vulnerable and older tenants.

- Ensure that arrangements for those tenants with support needs take account of their housing, care and support requirements and any decisions are made in consultation with the agencies providing such services.

- Provide tenants with support and assistance throughout the process.

- Make disturbance allowances to compensate for costs and inconvenience of moving and setting up another home.

- Provide tenants with comprehensive information about decanting policies and procedures including complaints procedures.

- Monitor all aspects of decanting and take appropriate action to address any issues that arise.

**IF ENGLISH IS NOT YOUR FIRST LANGUAGE PLEASE TELL US – WE WILL BE HAPPY TO HELP YOU.
PLEASE CONTACT US IF YOU REQUIRE THIS LEAFLET IN LARGER PRINT OR ON TAPE.**

Freebridge Community Housing
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Austin Street
King's Lynn
Norfolk PE30 1DZ

Email: enquiries@freebridge.org.uk
Main Switchboard Telephone: 03332 404 444

Office Opening Hours:

8:45am - 5.15pm (Mon-Thurs)

8:45am - 4.45pm (Fri)

Bank Holidays, Saturday and Sunday Closed

Out of Office Hours:

The main telephone number (03332 404 444)
will divert to 24 hour emergency service.