

Moving Out Policy			
Last Reviewed	June 2025	Next Review	June 2027
Responsible Officer	Director of Operations		

Policy Statement: At times Freebridge may require customers to leave their homes, or temporarily or permanently to enable the redevelopment, refurbishment or repair of the property.

We shall provide practical assistance and support to tenants who are required to move and ensure the wellbeing for our customers during the repair and refurbishment of properties. This may also include the provision of financial compensation, if appropriate.

We recognise that moving home, whether permanently or temporarily is potentially disruptive and therefore whenever a move is required, we will work closely with customer(s), their families, carers or support agencies as appropriate to minimise the impact on their daily lives.

We are committed to providing a comprehensive service to customers, and we will provide dedicated staff to support customers throughout the process, both with practical assistance as well as ensuring appropriate financial compensation in the relevant circumstances.

Policy Detail:

Our Approach

Support Needs

When arranging any form of move we will take into careful consideration your individual and household situation, circumstances, the impact of the move on you, and your support needs so that we can support you in the best way possible throughout the process.

Accessibility

We are committed to ensuring that all customers receive all possible support during a move. To do this we will provide information regarding the process, in the most suitable and accessible format for each customer.

Examples of support we can provide are:

 Supplying auxiliary aids to assist in communication regarding the process (such as sign language, interpreters and Induction Loops).

- Providing information in alternative formats (e.g. large print, Braille, coloured paper, audio etc.)
- Giving extra time for you to provide information, take decisions or make arrangements
- Sending emails or communicating via telephone in preference to hard copy letters
- Communicating with a nominated family member or third party such as support agencies or advocates.
- Providing a named contact to work alongside you throughout the process of your move.

Customers can let us know about any additional support needed at any point during this process. We will always try and meet the needs of our customers. There may be instances where this isn't possible. When this happens, we will do our best to work with you to find another solution.

Temporary Move

This is when a customer is moved out of their property, to enable works to occur, with the intention of returning to the property as soon as the works are complete.

However, a customer may be moved on a temporary basis and is it then agreed by all parties that it is more appropriate to remain in the new property on a permanent basis rather than return to the original property.

We shall:

- Only require customers to move from their homes temporarily, when we are certain that the required repairs or refurbishment cannot safely be carried out with the customer still resident, or where we consider that to do this would cause too much of a disruption to daily life.
- Assist customers to return to their permanent home once works are complete.
- Consider that in the event that only a temporary move is necessary, but the
 customer(s) concerned are currently living in housing that is inadequate for their
 needs/those of their household, (such as, but not limited to, when the property
 is being under or over occupied or the customer requires adaptations to the
 property), then at our discretion we may facilitate a permanent move in
 accordance with our Allocations and Lettings Policy.
- Ensure that a new tenancy agreement, of the equivalent type/length as the original tenancy will be signed for the temporary address.

For the purpose of the Right to Buy discount period and other statutory rights, the customer will be considered to have been permanently resident at their original home, for the duration of their stay in the temporary home.

Once repairs on the customer's permanent home have been completed, the tenancy agreement for the temporary home shall be surrendered, and a new tenancy agreement, again of the equivalent type/length as the original, be signed for the permanent home.

- Require Leaseholders or Shared Owners who are accommodated on a temporary move by Freebridge to sign a Licence to occupy our property.
- Ensure that any existing nomination for a permanent move or an outstanding application for a Mutual Exchange will not be effected by a temporary move.

Permanent Move

This occurs when it is agreed that a customer should be moved out of their property, to enable works to occur, with no intention for them to return.

In most cases, permanent moves will normally only be considered when a customer cannot physically return to their home due to redevelopment of the property or area that it is located in.

We shall:

 Require for all permanent moves, that the customer surrender their current tenancy and sign another for the new, permanent home.

For all compulsory permanent moves, a tenancy agreement of the equivalent length/type will be granted where possible.

Where this is not possible the customer will be informed of the potential consequences and given the option to move to an alternative property where the same agreement can be granted.

 Ensure that, for those moving permanently through choice rather than necessity, a new tenancy agreement for the new property will be issued in accordance with our <u>Tenancy Policy</u>. Financial compensation may not be made.

Lettings Advisor Support

Once it has been identified that a move is going to be necessary we shall:

- Allocate a Lettings Advisor to work through the process as the customer's dedicated point of contact including;
 - Visiting customers at home to explain the process and timescales.
 - Providing ongoing contact until the move is completed, whether this is a permanent move, or the eventual return of the customer to their original home.
- Provide relevant assistance to minimise the impact of a move on our customers; our Lettings Advisors will tailor the support and assistance that they provide according to the needs of the individual customers and their household, including assisting with:
 - Connection and reconnection of appliances.
 - Liaising with utility & service suppliers; and
 - o Submitting new claims for Housing Benefit.
- Ensure our Lettings Advisors work with colleagues so that properties are;
 - o Inspected.
 - o Work is completed to the required standard; and

o The property is clean and tidy, prior to customers moving back home.

Alternative Accommodation

We shall:

- Provide an alternative property, in accordance with our <u>Allocations & Lettings</u>
 <u>Policy</u> matched using best endeavours to the customer's household make up
 and requirements.
- Work closely with the customer concerned for compulsory permanent moves to find a suitable alternative property which takes into account:
 - o Distance from employment (including voluntary work) and current schooling.
 - Size, type and rent amount of current property compared to proposed alternative.
 - Needs of the customer and their household
- Typically make up to two offers of an alternative property for temporary moves.
- Work with other Registered Providers and Local Authorities to offer any assistance we can in facilitating a move, where a customer wishes to move to an area where we do not own any properties.
- Endeavour to work with customers to secure a planned permanent move through other mechanisms such as choice based lettings or a mutual exchange.

In the event that a temporary move needs to be made in more urgent circumstances i.e. following a flood or fire, subject to the duration of the expected length of stay, we may provide hotel or bed and breakfast accommodation as a short-term measure, until a suitable alternative property can be provided.

We will also work with the Local Authority and other Registered Providers where emergency temporary accommodation is required.

Financial Compensation

See also our Compensation Policy.

Depending on the nature of/reason for the move, **we may** compensate customers for some or all of the following:

- Disturbance allowances.
- Removals.
- Disconnection and reconnection of appliances.
- o Removal and reinstatement of TV aerials and satellite dishes.
- o Disconnection and reconnection of telephone lines.
- o Redirection of mail.
- o Carpets.
- Decorating allowance.
- o Special expenses.
- Miscellaneous payments.
- o Statutory Home Loss Payments permanent moves only see below.
- When a disturbance allowance is payable, we shall act fairly and reasonably in deducting any existing rent arrears, or in recovering the cost of any damage

made to a temporary property, before any remaining balance is paid to the customer.

 Home Loss payments are statutory payments made under the Land Compensation Act 1973 and The Home Loss Payments (Prescribed Amounts) England Regulations 2008. These regulations are updated regularly and will be checked before any payment is agreed. Home Loss payments will only be paid to those being permanently moved and if they meet the qualifying criteria under the statutory provisions.

Whilst a claim for Home Loss payment can be made in writing within the statutory limitation of six years from the date of the move, we shall work to identify and process Home Loss payments proactively for customers.

Where this has not occurred, or customers feel that they are entitled to receive a Home Loss payment, which has not been made automatically, then the claim should be made in writing anyway. A Home Loss payment will be made within three months of a successful application, provided that the household have moved from the property that the payment is being claimed for.

 Moving costs and compensation for leaseholders and shared owners shall not be automatically paid, but may be agreed by negotiation, in consideration for the financial impact on the customer(s) concerned.

Legal Enforcement

We shall:

- Work closely with customers to facilitate a move by mutual agreement, considering the needs and wishes of the individuals effected.
- Serve legal notices at the start of the process to prevent any delays should a
 resolution not be found, in those circumstances when a permanent move is
 considered absolutely necessary, such as in order to allow redevelopment of
 an area, whilst continuing to work to accommodate the wishes of the customer.
- Only commence Court action once we have exhausted all reasonable efforts to reach a compromise; usually we will make three offers of a suitable alternative property before court action is begun.

In the event that we are unable to reach an agreement with a leaseholder or shared owner we will give consideration to taking enforcement action through an application for a Compulsory Purchase Order.