



Decant Policy

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KINGDOM HOUSING GROUP
DECANT POLICY

1. Statement of Intent

This policy covers Kingdom Housing Association Limited and our subsidiary company Kingdom Initiatives Limited and both will be referred to as 'Kingdom' throughout the policy unless specifically stated otherwise.

Kingdom is committed to the principles of good corporate governance and sustainability and will endeavour to develop fair and consistent policies, procedures and practices.

The purpose of this policy is to outline Kingdom's approach and the arrangements that will be put in place when a tenant is required to move, or 'Decant' from their primary residence on a temporary or a permanent basis to other accommodation in order to allow a repair for an improvement, an adaption to be completed on their home or for their home to be demolished as part of a regeneration project

This policy applies to our customers who have Scottish Secure Tenancies, Short Scottish Secure Tenancies, Assured Tenancies, Short Assured Tenancies and Private Residential Tenancies.

This policy does not apply to Sharing Owners, Outright Owners or shared equity tenures. Kingdom has no legal responsibility to rehouse people in these tenures.

In line with our commitment to equality and diversity, this policy can be made available in a variety of formats, including large print, translated into another language or on audio tape. We will make any reasonable adjustments to assist you if you have a disability.

2. General Principles

Where it is feasible and there are no health and safety issues we will try and work around tenants whilst they remain in their own homes. We realise being decanted from your home can be a stressful situation therefore we will try to minimise the amount of time a tenant is out of their home and allow them to return as soon as possible.

We aim, by being approachable and customer orientated, to make the process as positive as it can be in the circumstances. We will minimise costs to Kingdom by carefully managing the resources used.

In general, Kingdom will make all the necessary arrangements for the tenant from the property which is unsuitable, to appropriate decant accommodation and we will meet all reasonable outlays and costs.

The exception to this will be where the decant situation has arisen as a result of the tenant's own actions. Examples of this may include;

Where fire or flood has been caused by the tenant's negligence or carelessness.

Where the tenant has altered the property with or without our permission and has made it structurally unsafe and this is the reason for decant.

In this instance, Kingdom reserves the right to recover all or any costs from the tenant. This may mean any disturbance or home loss payments are reduced by the amount of any indebtedness or the tenant is required to make a claim on their home insurance to meet any rechargeable costs.

If the tenant does not consent to decant to another property to allow essential repairs to be completed, the Association may take legal action to secure possession of the property. Following a decant the Association may also consider legal action if the tenant refuses to return to their permanent accommodation.

The arrangements for Home Loss payments and Disturbance payments are beyond the scope of this policy and are covered in the Home Loss and Disturbance policy which should be read in conjunction with this policy

3. Different Types of Decant Situation

Permanent Move / Decant

Where the tenant is being moved because their home is being redeveloped and will no longer exist in its present form, or Kingdom wishes to dispose of the property, this shall be a permanent transfer, although it will be dealt with under the provisions of the decant policy. This situation will be planned and the tenant will be matched to appropriate vacant properties via the housing list, similar to the one they currently occupy. There will be no obligation to return to the original home and they will enter into a new tenancy in the property they are permanently moved to. Any home loss or disturbance payments will be dealt with under the Kingdom policy covering home loss and disturbance.

Temporary Decant – Planned

Where a tenant has to vacate their home to allow work to go ahead on the home but it is always their intention to return once that is completed this shall be a planned decant. The decant will be overseen by a member of the housing management team who will identify a property of a similar standard as near as possible to the tenant's current home and arrange for the removal of the tenant to that property whilst the works to their property are ongoing.

The Asset Management Team will ensure that the tenant has a member of their team as a link person for all technical matters.

The Association preference is that tenants are decanted to an Association property while works/repairs are completed. However, if such accommodation is not available and the works/repairs cannot be delayed until it is, the Association will make hotel or temporary furnished accommodation available for the decant period. The tenant may elect to go to live with friends or relatives or we may consider other forms of temporary accommodation if this is appropriate to the circumstances of the tenant.

Temporary Decant – Unplanned

A temporary unplanned decant is where a decant occurs as a result of an emergency situation at very short notice. Kingdom's immediate responsibility will be to ensure the tenant and their household has accommodation. This may mean initially a referral to the relevant local authority homeless department for the immediate aftermath of the emergency. It may involve the use of hotels, B&Bs and static caravans and lodges, if this is feasible and appropriate for the tenant. Once the immediate need is met we will follow the process for a planned decant where a member of the housing management team will look for longer term accommodation for the tenant and their household depending how long they are going to be out of their property.

4. Obligations

Where a tenant has a Scottish Secure Tenancy, a Short Scottish Secure Tenancy, an Assured tenancy or Private Residential Tenancy created by the Kingdom Group, we have a legal obligation to put appropriate arrangements in place and we have set these out below in table 1.

Please note that if the decant situation is attributable to the tenant's neglect, Kingdom may not be required to meet some or all of their liabilities otherwise arising or may come to the tenant retrospectively to recover their costs.

Examples of neglect could be:

- Wilful fire raising at the property;
- Deliberate flooding of the property;
- Acts of vandalism to the property which may make it uninhabitable.

Table 1

Item	Liability	Notes
Temporary accommodation as a result of fire or flood	Kingdom	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.	Kingdom	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/Kingdom	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 Kingdom 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.

Going to a caravan or lodge or Holiday Let with Kingdom's agreement	Tenant	You will continue to pay your current rent. We will make up any difference in the cost of the accommodation. We will supply any fuel as part of the rent within reasonable limits
Standard of the decant accommodation	Kingdom	The property will be wind and watertight. As far as is practicable like the property you normally live in. It will be decorated to our lettable standard and we will provide basic floor coverings.
Window coverings	Kingdom	We will provide either curtains or blinds.
Television	Kingdom	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

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	Kingdom	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	Kingdom	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	Kingdom	We will pay for mail redirection for the duration of the decant.
Removal costs	Kingdom	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	Kingdom	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.

The Property You are Leaving		
Security shuttering if required	Kingdom	
Fuel power used by the Contractor during the course of the repairs	Kingdom	
Returning the property to a lettable standard on completion of works	Kingdom	
Damage to temporary accommodation. Hotel or B&B and bills in the accommodation	Tenant	Kingdom 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	Kingdom	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.	Kingdom	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.

5. Obligations to Tenants in Mid Market Rented Properties

In the event of an emergency decant situation arising in any of the properties our obligations are governed by different legislation in Mid Market Rent tenancies. If a tenant finds themselves in an emergency decant situation as a result of extensive damage to their home then Kingdom has a legal obligation to repair the property and return it to its original condition. If this is the case then Kingdom would follow all of the guidance in Table 1 and the decants would be managed the same as for other tenures.

However, if the property is so badly damaged and Kingdom does not wish to repair or rebuild it we have the option of terminating the tenancy. In this case we will have no obligation to provide either temporary or permanent decant accommodation. In the unlikely event of this happening Kingdom may elect not to decant a tenant but simply to end the tenancy.

If the emergency decant has arisen as a result of the tenant's carelessness or neglect of the property we have the option to terminate the tenancy and will normally pursue the tenant for any outstanding cost associated with the damage.

Housing Services will be responsible for liaising with the tenants for all aspects of coordinating the decant. The link person will normally be a member of the Alternative Tenure Team.

All technical aspects of a decant situation including bringing temporary accommodation up to a lettable standard and arranging repair works to the tenant's permanent home will be carried out by the Asset Management Department. A link person will normally be identified in this team.

The Finance and IT department will liaise with the Insurers for any emergency decants. Voids in excess of 120 days must be notified to the Finance Department in order to be compliant with Insurance cover.

6. Monitoring and Review

This policy will be reviewed 5 years from the date of implementation by the governing bodies of Kingdom Housing Association Ltd and Kingdom Initiatives Limited. Earlier review may take place if there is a change in legislation which affects the policy.

KINGDOM HOUSING GROUP

DECANT POLICY

Policy drawn up with reference to:

The Kingdom Group Home loss and Disturbance Payment Policy

The Housing (Scotland) Act 2001

The Housing (Scotland) Act 1988

The Housing (Scotland) Act 2006

The Housing (Scotland) Act 2014

The Private Housing (Tenancies) (Scotland) Act 2016

Equality Act 2010

Prepared by: Jackie Ritchie - Housing Management Team Leader

Reviewed by Matthew Busher - Interim Director of Housing

Reviewed by Policy Sub-committee: 9 February 2021

Approved by the Board of Management: 15 February 2021

Approved by Kingdom Initiatives: 20 April 2021

Next review no later than February 2026