

# Housing Management Decants Policy

June 2024



THE ROYAL BOROUGH OF  
KENSINGTON  
AND CHELSEA

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**2 Introduction**

2.1 The Royal Borough of Kensington and Chelsea (RBKC) recognises that occasions do arise when it must temporarily or permanently relocate individual tenants or groups of its tenants. Decants are usually necessary when a property is in need of major works or refurbishment.

2.2 This policy sets out our approach to moving tenants in order to carry out works, which cannot be carried out with tenant(s) in occupation.

2.3 For clarity, this policy does not apply to Leaseholders, unless in very exceptional cases where substantial refurbishment is required, and the property is not occupiable - *(a leaseholder can be decanted on a temporary basis)*.

2.4 All decants will be temporary except in exceptional circumstances, when it may be necessary to convert temporary decants into permanent moves, once this has been authorised via the Management Transfer Process.

**3 Aims**

3.1 This policy aims to:

- ensure that RBKC follows a transparent, fair, robust, and consistent approach to managing the decant process.
- enable decants to be carried out in order to minimise disturbance to residents.

**4 Definitions**

4.1 Decanting is when a tenant must move because it is not possible for them to continue living in the property where they hold the tenancy. This can happen either because of the need to deal with an emergency, for example fire, flooding, major works or as part of a planned programme of works. This does not include residents moving due to transfers or mutual exchanges.

4.2 An emergency decant is where an unexpected event has caused a property to become uninhabitable, e.g., a severe leak or fire.

4.3 Temporary decants are where essential repairs cannot be carried out with the occupants living in their property, we then will seek internal approval to decant them temporarily. Once a household has been approved for decant, we will identify a suitable decant property and arrange any necessary removals.

- 4.4 Disturbance payments will be made to tenants who are required to move to another property temporarily or to people who are required to move home permanently. This payment is for reasonable moving costs. Tenants who are required to move temporarily will not receive Home Loss Payments.
- 4.5 Home Loss Payments are statutory compensation payments, paid to secure tenants who are required to leave their home permanently due to improvement or development works or because their home is being demolished, as detailed in Sections 29-33 of Land Compensation Act 1973. The Home Loss Payment (*Prescribed Amounts*) (*England*) *Regulations*: Instructs on the amount of home loss payments payable in England under section 30 of the Land Compensation Act 1973.
- 4.6 In some instances, there may be a requirement for a tenant who has been temporarily decanted to remain in the property; for example, if their original property must be demolished or significantly altered. In these instances, approval would need to be considered in line with the Allocation Scheme and Management Transfer Process. If approved, this would result in a new letting. We will work with the resident to meet their requirements and preferences, where possible.
- 4.7 Temporary License to Occupy: may be used for an emergency decant where the tenant and household are decanted to one of our empty homes for a short period of time.

## 5 Decant Criteria

- 5.1 When deciding whether decanting will be required, officers will consider the following:
- Does the tenant prefer to remain in the property, if works required pose no health and safety risk?
  - Has the property been assessed against the Housing Health and Safety Rating System (HHSRS) as to whether the risks identified can be reduced to as low as reasonably practicable?
  - Will the property be uninhabitable whilst the work is being carried out?
  - Is the tenant vulnerable or do they have a mobility issue that would make it difficult or impossible for them to remain in their home whilst the work is being carried out?
  - Can they stay at friends or family's home?
- 5.2 A property will be defined as uninhabitable if any one or more of the following is present (this is not an exhaustive list):
- Major internal disruption, i.e. a collapsed ceiling
  - The electrics are in an unsafe condition.
  - A significant damp or mould problem likely to cause an immediate health risk to the tenants.
  - Asbestos that would cause a direct and immediate health and safety risk.
  - Any significant subsidence, significant structural movement, or structural instability (as demonstrated by a structural engineer's report).

- A major health and safety issue(s) or environmental factor(s) that would cause a direct and immediate risk to the tenants.
- Significant flooding

5.3 The evaluation of whether a tenant is vulnerable or has mobility issues relates to all members of the household who reside at the property as their principal home. For example, if a child resides at the property as their principal home (and is therefore part of the household) is vulnerable or has mobility issues then these decant provisions apply.

## **6 Alternative Options to a Temporary Decant**

6.1 When determining whether a tenant should be offered a temporary or permanent decant, officers will use the following guidelines:

- Where it is likely that the absence will be short term (e.g., less than 2 weeks) the tenant should be encouraged, where possible, to stay with friends or family. In which case RBKC will award the following living allowance per week:
  - £200 per week – up to 2 people in a household
  - £300 per week – 3-4 people in a household
  - £400 per week – 4+ people in a household

This is for permanent members of the household.

- Alternatively, the tenant should be offered a hotel placement.
- In all other circumstances, the tenant should be offered a temporary decant – a move to an empty home within the Council's housing stock.
- The tenant should not be decanted until the works are ready to commence – to minimise the length of stay away from their home.

6.2 Where the tenant is being temporarily decanted within the Council's housing stock that is suitable and meets their housing requirements, they will receive direct offers. Tenants are only allowed two reasonable refusals. In these cases, RBKC will explore all options available to them, including exploring alternative arrangements or seeking advice from legal. These will be assessed on a case-by-case basis.

## **7 Tenancy Status when temporarily decanted.**

7.1 When a tenant moves into a Housing Management decant property, they will be required to sign a Licence Agreement and will continue to pay rent on their original tenancy.

7.2 RBKC Housing will change the locks to their original property once the resident moves out, to ensure they (or anyone else) do not try to enter the property during works and potentially endanger themselves. The tenant will also be required to sign a waiver (health and safety agreement) to confirm that they cannot access the property whilst they are decanted.

- 7.3 RBKC will add an external letterbox to the property where required, for the resident to continue to collect their mail if they have not arranged temporary forwarding.
- 7.4 If it is felt that the tenant should be permanently decanted and remain in the temporary property, a recommendation will be made via a Management Transfer request. (Please refer to the Management Transfer Policy). Should the request be approved, a new tenancy will be created, and the tenant will take on the tenancy conditions of that property, including any changes to rent.

## 8 Decants by Assessment

- 8.1 An elective decant is where a resident feels it would be more appropriate for their household to move out of their property (based on vulnerability/disability) during works, rather than required to by the landlord. We would assess these on a case-by-case basis. In this instance, the tenant would continue to pay their rent in full whilst the works they have chosen to have undertaken is carried out.
- 8.2 In the event of an elective decant, home loss and disturbance payments would not apply, and any form of compensation payment would be applied and agreed locally based on the scope of the major works programme offered.
- 8.3 Where essential works are required, for building performance, maintenance or health and safety reasons, and it is the view of the council that the property must be vacant, a number of options would be explored to ensure a suitable housing offer is made. In the first instance, temporary decant options would be explored if suitable properties are available, or a permanent decant could be considered, which would be assessed on a case-by-case basis.
- 8.4 *\*\*Addendum – during the Lancaster West Estate Refurbishment Scheme, permanent decants may be offered through their Refurbishment Decant Scheme (RDS).*
- 8.5 With a temporary decant, the resident should continue to pay their rent on their original home. For permanent decants, the rent payable would be the weekly rent charge of the new home.
- 8.6 Where there are not suitable temporary or permanent properties available, the Council may agree a living allowance (stated above) per-household per-week to stay with friends or family for the period of time the home must be empty for works. Rent on the substantive property would be frozen only for the duration that the council requires the original home to be empty. This may only be for a portion of the total time of the refurbishment of a home. Home loss and disturbance payments would therefore not apply, and no further allowances would be paid.

Where the tenant is in receipt of benefits, we will recredit the rent account rather than freezing rent charges.



## **9 Sheltered Housing**

- 9.1 For sheltered housing decants, we will aim to move sheltered housing tenants into sheltered housing properties, ideally within the same scheme. Depending on availability, tenants may be decanted to another scheme or to a general needs' property.
- 9.2 Any tenants (from a general needs property) that are decanted into a sheltered housing property will need to meet the required standards for sheltered housing. This includes no children, being over 60 years old or disabled.
- 9.3 Tenants that are decanted into sheltered housing will be eligible for any additional services as part of the sheltered housing offer/standard services. For sheltered housing tenants decanted out of sheltered housing, the Sheltered Housing Team will maintain contact with tenants to ensure they are supported throughout their decant.

## **10 Vulnerable Tenants**

- 10.1 RBKC Housing Services will ensure that any tenant identified as highly vulnerable will be offered appropriate levels of advice and support during the decant process. Vulnerability will be assessed by Neighbourhood Management or the Lancaster West Team on a case-by-case basis and relevant support will be provided.
- 10.2 Any transport arrangements to a hotel will be considered on a case-by-case basis.

## **11 Pets**

- 11.1 We will work with residents to find a suitable solution for pets when rehousing.

## **12 Removal and Storage of Personal Possessions**

- 12.1 RBKC will arrange for the removal of the tenant's possessions before the works to their original property begin. Depending on the nature of the decant, the tenant's possessions will either be placed into storage or moved to the temporary property. Any remaining possessions will be stored in a suitable part of the original property in order to allow access for the contractor.
- 12.2 If appropriate and with agreement with the resident (and by RBKC), RBKC can store resident's belongings in another room of the original property, in order to allow access for the contractor. This may be a more viable option for the resident instead of placing their belongings into storage.
- 12.3 Where the tenant is decanted temporarily, RBKC will arrange for their possessions to be returned from storage and / or moved to their original property on completion of the repair work.



- 12.4 Tenants will be encouraged to remove and store any expensive items themselves.
- 12.5 Tenants will be asked to sign a disclaimer that any personal possessions left in the property will be at their own risk and they will be advised to have contents insurance for any accidental damage or loss. Any moving of items by RBKC or its contractors from one property to another during a decant will also require a disclaimer to be signed to accept that RBKC nor its contractors hold liability for any accidental damage or loss.
- 12.6 An inventory will be made by an officer from our Neighbourhood teams of all possessions left in the property or taken into storage. Photographs will be taken in order to record the condition of the items in question. The inventory will be signed by the tenant.
- 12.7 RBKC is not liable for items affected by flood damage, in line with our Compensation Policy.
- 12.8 Tenants should be encouraged to get home contents insurance.
- 13 Disturbance Payments**
- 13.1 Disturbance payments are intended to directly reimburse tenants for additional costs incurred, outside of their regular outgoings, as a result of being decanted. These payments will commonly be for when tenants are moved to a Housing Management property.
- 13.2 For any costs incurred, tenants will have to provide full receipts. Without receipts we may not be able to reimburse them.
- 13.3 This is in addition to any costs incurred directly by RBKC Housing Services, for example:
- Disconnection and reconnection charges for domestic appliances
  - Redirection of post
  - Telephone / internet connections.
  - Cost of refitting or replacement of existing carpets, curtains, and blinds
  - Additional travel, outside of regular outgoings.
- 13.4 The resident will be required to provide receipts. For hotel decants, alcohol will not be reimbursed for.
- 13.5 During the decant works, the tenant will be responsible for the council tax and the rent on their original property. RBKC will cover the council tax and rent in the decant property.

13.6 During the decant works, for utility bills, RBKC will cover the cost in their original property and the resident will be responsible for bills in the decant property where they are staying.

13.7 After decant works are completed, if a tenant refuses to return to their original property, RBKC may stop covering the rent, council tax and bills.

## **14 Home Loss Payments**

14.1 Qualifying tenants will be entitled to a lump sum for home loss payments. This current figure is prescribed by the Home Loss Payments (Prescribed Amounts) (England) Regulations 2020. These Regulations are updated annually and therefore this amount is subject to change based on the relevant Regulations at the time.

14.2 This is a statutory fixed sum paid per household, in recognition of the personal inconvenience and distress caused by the decant, as per the government's Home Loss Payments prescribed amount, in line with Land Compensation Act 1973. They are only paid in specific, exceptional circumstances where there is no scope for the decanted tenant to return to their original home because it has been altered to such a degree that it can no longer be regarded as their home.

14.3 Home loss payments are for when a tenant is forced to permanently decant from their original home.

14.4 Claims will be processed as soon as the tenant takes up occupation of their new home, with any rent arrears being deducted from the home loss payment.

## **15 Emergency Payments**

15.1 For displaced residents that have been decanted to a hotel in an emergency (therefore making their home uninhabitable), we will cover the costs of their accommodation and laundry bills. In some cases, help towards meal costs may be available. Please see Appendix 1 – Emergency Payment guidance for more information.

15.2 RBKC is unable to cover the cost of alcohol or room service in decant hotels.

## **16 Offers / Refusals**

16.1 When decanting residents RBKC will make two reasonable offers of temporary accommodation, with the same number of bedrooms, subject to availability at the time within our housing stock.

- 16.2 If the tenant refuses both properties we may not be able to offer further decant options, or we may take legal action to enforce the decant.
- 16.3 We may also seek guidance from one of our occupational therapists, on whether there are additional needs around the decant and/or whether the property is suitable for the tenant's housing requirements.

### **17 Resident Responsibilities**

- 17.1 Residents should familiarise themselves with their tenancy agreement and adhere to it when they have been decanted.
- 17.2 Residents should be aware of their responsibilities when they are decanted, including any additional information provided by the hotel/serviced apartment. Residents are obliged to follow any of their policies/protocols.
- 17.3 Residents should treat staff respectfully during their stay in hotels and serviced apartments.
- 17.4 Recharges may be applied in cases of damage to the temporary property, serviced apartment or hotel caused by the tenant.

### **18 RBKC Responsibilities**

- 18.1 The Head of Neighbourhood Management is responsible for ensuring this policy is implemented and monitored to ensure that it is correctly applied.
- 18.2 Neighbourhood Service Coordinators are responsible for collating all documentation required for a request for a decant to be considered (including Sheltered Housing).
- 18.3 Surveyors are responsible for providing reports outlining why decants are required as a result of the needs to carry out works which render a property to be inhabitable, whilst works are carried out. This should include a timeline for works to be completed.
- 18.4 Temporary decants (within RBKC's housing stock), are to be authorised by the Head of Repairs and the Head of Neighbourhood Management.
- 18.5 Decant requests that need a hotel or serviced apartment will be authorised by the Director of Housing Management.
- 18.6 Should there be a need to turn a temporary decant into a permanent decant, this must be approved by the Assistant Director of Neighbourhoods, who will authorise a Management Transfer.

### **19 Legal Framework**

19.1 The main pieces of legislation or regulation which underpin this policy are:

- Housing Act 1985
- Housing Act 1988
- The Home Loss Payment (Prescribed Amounts) (England) Regulations
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Equality Act 2010

## **20 Review of Policy and Procedure**

20.1 This policy will be reviewed every three years in line with changes in working practices or changes in legislation.

## **21 Equalities Statement**

21.1 The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.

21.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability, and age is not acceptable: The Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.

21.3 The legal framework for the Council's approach is provided by Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminate discrimination, harassment, and victimisation and to advance equality of opportunity and foster good relations between people with differing characteristics.

21.4 Further detail on the Duty, and the Council's approach to fulfilling its requirements, can be found at <http://www.rbkc.gov.uk>

21.5 An Equality Impact Assessment screening form has been completed and the impact of this policy is low. It is recognised that hoarding behaviour is a likely result of mental health problems, and the procedure outlines the support and referrals that Housing Management will make to support tenants; this is outlined in section 4 and 6. A full equality impact assessment was not required.

## **22 GDPR and Data Protection Act 2018**

22.1 Housing Management recognise the commitment to ensure that all data is:

- Processed lawfully, fairly and in a transparent manner.
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices.
- Relevant and limited to whatever the requirements are for which the data is processed.
- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay.
- Stored for as long as required, as specified within Housing Management's Records Retention policy.
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction, or damage.

22.2 Further information about the Council's commitment to the General Data Protection Regulations (GDPR can be found on the Council's website).

## 23 **Appendices**

Appendix 1: Emergency Payment Guidance

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## Appendix 1: Emergency Payment Guidance

### Emergency Payment Guidance

For displaced residents that have been decanted to hotels, we will cover the costs of their accommodation and laundry bills (we will seek to reclaim costs from Registered Providers for their tenants outside of this process). Meals may be included, and this will be dependent on the hotel.

#### Meal allowance

RBKC will reimburse residents for food if staying in a hotel that does not provide all meals. This is intended to be a 'top up' between the cost of providing meals at home, versus whilst decanted in a hotel. The limits are set at:

- £20 per day for each adult
- £15 per day for each child (up to 18)

For hotel decants, food and drink must not be ordered through room service, as RBKC are charge additional fees, and will not cover the cost of room service. Decanted residents should use the restaurants on site.

Where residents cannot dine at the hotel because of allergies or dietary requirements, residents can make their own arrangements and will be reimbursed for their meals at the same limit above. Residents must provide receipts before the allowance is given.

RBKC will not cover the cost of any alcohol purchase while in Decant Hotels.

Anything outside the allowance stated above will be the responsibility of the resident to cover themselves and RBKC may charge cost back to the resident. Discretion may be applied in exceptional cases.

Registered Provider tenants receiving support from their landlords are not eligible.

#### Laundry allowance

Where a hotel provides laundry, residents should use this facility. The Council will only pay £100 per week (per household booking). Discretion may be applied in exceptional cases. Anything outside the allowance will be the responsibility of the resident to cover themselves.

Where a hotel does not provide laundry facilities, residents should use external laundry services and will be reimbursed for this, provided they supply receipts. The maximum amount they can be reimbursed is £100 per week. Anything outside the allowance will be the responsibility of the resident to cover themselves. This is only applicable when a hotel does not provide laundry facilities.

Where a hotel does provide laundry facilities and a resident chooses not to use these facilities and utilises external laundry services, the resident will be responsible for covering their laundry payments themselves.