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**POLICY**

**Decant Policy**

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# Wellhouse - The Place to Be

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**Date of Next Review: Aug 2026**

**Reviewed by: Housing and Customer Service Manager and Maintenance Manager**

**We can produce this document in different formats, for instance, in larger print, Braille or audio-format. we can also translate this document into specific languages, as appropriate.**

## **1. INTRODUCTION AND OBJECTIVES**

This policy describes the approach of Wellhouse Housing Association (WHA) when dealing with a situation where we may have to decant a tenant to temporary accommodation.

We may have to provide decant accommodation when:

- A property is uninhabitable (for example due to fire or flood).
- Work requires to be undertaken that will create an unsafe environment for the household.
- Products require to be used that would create an unsafe environment for the household.
- A property needs to be refurbished, modernised or demolished and it is not practical or suitable for the occupier to remain in the property whilst the work is carried out.

Our decant policy aims to ensure that an effective service is provided to our tenants who will be absent from their home for a period of time to allow for corrective works to be carried out. We recognise that being decanted to temporary accommodation can be stressful for our tenants.

It is important that we provide information and support during the whole decant process. With this in mind, we will work with our tenants throughout the decant process to ensure disruption to their lives is kept to a minimum. We will endeavour to have the necessary works carried out as quickly as possible and to a high standard. Our tenants' health and safety will be a main factor when the use of decant accommodation is being considered.

WHA will as far as reasonably possible, ensure existing tenants can return to their home or remain in the locality. However, this may not always be possible particularly when an area is being remodelled with fewer properties than originally provided. If this is the case WHA will work with their tenants to provide options for rehousing.

## **2. EQUALITY**

We are committed to providing fairness and equality of opportunity in order to prevent discrimination. Our decant policy will try to ensure that no person is discriminated on the grounds outlined in the Equality Act 2010. This includes the protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.

Our decant methods will be flexible and where possible, take into account the individual needs of our tenants and their households. We will ensure that the

relevant arrangements are made for communicating with our tenants with particular needs. This may include those with sight, hearing or learning difficulties, or those who find it difficult speaking or understanding English.

### **3. POLICY AIMS & OBJECTIVES**

The main objectives of the Decant Policy are:

- To manage decant proceedings in an efficient and customer focussed manner.
- To minimise the period of time that our tenant is absent from their tenancy.
- To minimise lost rent.
- Minimise Decanting costs by providing the Association with the best value possible while avoiding burdening the tenant with irrational or needless costs.
- To cause the least possible disturbance to our tenants who are required to decant from their home.
- To provide good information and support before, during and after the decant process.
- To provide decant accommodation that meets the existing household's requirements and medical needs where possible.

### **4. LEGAL AND REGULATORY REQUIREMENTS**

Our approach to managing the decant of a tenant is determined by our statutory and contractual obligations.

The Housing (Scotland) Act 2001 is the main Act that sets out the main requirements of our policy. The specific parts of this legislation that are most relevant to the decant of a tenant is:

Section 11 (9) of the Act advises that:

“Where—

- (a) the house which a tenant under a Scottish Secure Tenancy normally occupies is not available for occupation, and
- (b) the tenant is accommodated temporarily in another house the landlord of which is a local authority landlord or a registered social landlord,

The other house is to be taken, for the purposes of this Chapter except sections 12 to 16 and paragraph 4 of schedule 1, to be the house which the tenant normally occupies.”

This in effect means that if our tenant is moved to another one of our properties on a temporary basis from their usual house, they will continue to enjoy full tenancy rights in the temporary house. The tenant is also bound by the terms and conditions of their original signed tenancy agreement.

Our policy also complies with the Scottish Social Housing Charter outcomes:

- **Outcome 1: Equalities**  
“Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services”.
- **Outcome 2: Communication**  
“Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.
- **Outcome 4: Quality of housing**  
““Tenants’ homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy; and also meet the relevant Energy Efficiency and Zero Emission Heat Standard.
- **Outcome 5: Repairs, maintenance and repairs**  
“Tenants’ homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done”.
- **Outcome 11: Tenancy Sustainment**  
“Tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations”.
- **Outcome 13: Value for money**  
“Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay. The Scottish Housing Regulator is responsible for monitoring, reporting and assessing how well social landlords are achieving the Charter’s outcomes and standards”.

The Scottish secure tenancy agreement confirms our responsibilities and our in the event and prevention of significant damage to our properties. These are:

- **Section 5.11:**  
“We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.”

- **Section 5.12:**  
“We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing. In an emergency, we have the right to make forcible entry to your house without notice.”
- **Section 5.14:**  
“If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.”

The Scottish Secure Tenancy Agreement also contains areas detailing the tenants' responsibilities in terms of notifying the Association of required repairs, which if not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

## 5. WHEN TO DECANT

We will strongly consider decanting a tenant to temporary accommodation when:

- During maintenance works or planned programme renewals, essential facilities are affected within a tenant's home, such as toilet facilities or electricity and are not likely to be restored within 24 hours.
- Maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living.
- Our tenant is considered to be vulnerable and unable to cope with the anticipated disruption of work required which may effect to daily living.
- The nature of the work required could lead to health problems for our tenant or someone in the household.
- We are satisfied that the work would be carried out more efficiently, effectively and safely if our tenant was living elsewhere and removes our tenant and any household members from risk of injury or harm.
- Due to remodelling, demolition or major repairs (home to be demolished/remodelled) as part of a regeneration project.

### **Decant decision**

The decision to decant our tenant will be determined by the Housing Manager and/or the Maintenance Manager. Each case will be assessed on its own merit. We will discuss with our tenant if they are able to stay with relatives or friends during the works. Our tenant will be fully involved in the discussions and decision process.

### **Occupied Works**

Where it is feasible and there are no health and safety issues to household members, we will carry out the required works without decanting. This will be subject to a risk assessment by a member of the Maintenance Team. There will be a full discussion with our tenant about any potential risks.

### **Tenant reluctant to leave their tenancy**

There may be occasions where we have to insist that our tenant is decanted to other temporary accommodation, even if our tenant does not wish to move, if there is deemed to be a possible risk to our tenant and any other household members.

Section 5.14 of the Scottish Secure Tenancy Agreement states that: ".....We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay."

If our tenant does not consent to decant we may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of our tenant and any household members as well as possible harm to neighbours from the risk of not carrying out the works.

### **Tenant Reluctant to leave decant property**

In any situation where our tenant refuses to return to their permanent tenancy, we will try to resolve this by meeting with our tenant and addressing any concerns they may have.

However, when all discussions and negotiations have failed and our tenant is still unwilling to cooperate, we may proceed by serving a Notice of Proceedings for Recovery of Possession on the tenant (Ground 10 of Schedule 2 Part 1 of the Housing (Scotland) Act 2001 with reference to Section 16(6) of the Act).

This is a mandatory ground and no test of reasonableness must be met. Our tenants have no legal right to remain in a temporary decant property and must return to their original home when they are able to do so (Housing (Scotland) Act 2001 Section 16(6b)).

As part of the decant process our tenant will be required to sign an occupancy agreement for the decant property agreeing that they will return to their tenancy on completion of the works. An inventory detailing all of the items in the decant flat and their condition at the time of moving into the decant property will be taken. Our tenant will sign this as part of the occupancy agreement.

### **Items being stored in tenant's home**

If the works are restricted to specific areas in the property, we will discuss with our tenant removing all items from the room(s) requiring treatment and storing these in another unaffected room with a hasp and lock. The tenant will have sole keeping of the keys.

### **Decant and return arrangements**

Where possible when decanting we will move the tenants furniture to the decant property which would provide the furnishings. Basic floor coverings would be fitted such as rugs and vinyl. We will arrange and pay for the moving items to the decant and any return arrangements. This will be by direct payment by us to contractors or allowances to our tenant for the following:

- Furniture removal and storage.
- Disconnecting and reconnecting cooking facilities.
- Disconnecting and reconnecting washing machine/tumble dryer.
- Mail redirection – we will be also deliver any mail sent to original tenancy.
- Refer the customer to the Associations Advice Service or alternative service provider to assist with setting up their new utility supply;
- Reimburse the customer for any TV and internet cost associated with the decant move

We will take meter readings at both our tenant's tenancy and the decant property (leaving and entering). We will not install any gas or electrical appliances which are found to be unsafe. Our tenant will be advised of this if there is an issue at the time of decant.

### **Rechargeable work resulting in decant**

Costs may be rechargeable to our tenant if the need to decant arose due to a wilful act by our tenant or a member of the household e.g.: Where fire or flood has been caused by the tenant's/household member's negligence or carelessness. Additionally, where the tenant/household member has altered the property with or without our permission and has made it structurally unsafe and this is the reason for decant. The full costs of all charges involved in the decant process would be recharged to the tenant.

Below is a table of responsibility in line with the decan process:

<b>Item</b>	<b>Liability</b>	<b>Notes</b>
Temporary accommodation as a result of fire or flood	Wellhouse	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.	Wellhouse	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
Transport / fuel used during the period of occupation	Wellhouse/ Tenant	You would be using fuel and travelling whatever accommodation you are in so we will not bear the cost of this. Only in exceptional circumstances will this be re-considered i.e. if decant / alternative accommodation is out with the local area. This would be assessed on a case by case basis.
Rent	Wellhouse/ Tenant	You will continue to pay the rent and service charge for your permanent home during the decant period.  WHA will pay the rent for the decant property.
Council Tax	Tenant/ Wellhouse	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 Wellhouse.
Food	Tenant	You would be paying equally for food if in a decant property and cooking facilities will be available so we will not bear the cost of this.
Staying with a relative during decant	Tenant	You will pay no rent to us for this period. Rent will be credited back to your account when you return to your home. We will pay for appropriate storage for your furniture etc. as required.



Going to a caravan or lodge or Holiday Let with Wellhouse's agreement	Tenant	You will continue to pay your current rent. We will make up any difference in the cost of the accommodation.
Standard of the decant accommodation	Wellhouse	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 very basic floor coverings.
Window coverings	Wellhouse	We will fit curtains and blinds taken from your original property if they are suitable. Alternatively we will provide basic curtains.
Television	Wellhouse	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 meaning they do not have any gardening equipment.
Broadband and Wi-Fi	Wellhouse	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	Wellhouse	We will pay for mail redirection for the duration of the decant. You would need to provide receipts of this costs which will be reimbursed.
Removal costs	Wellhouse	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. You would need to provide receipts of this costs which will be reimbursed.

Storage	Wellhouse	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.

<b>The Property You are Leaving</b>		
Security shuttering if required	Wellhouse	
Fuel power used by the Contractor during the course of the repairs	Wellhouse	
Returning the property to a lettable standard on completion of works	Wellhouse	
Damage to temporary accommodation. Hotel or B&B and bills in the accommodation	Tenant	Wellhouse 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	Wellhouse	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.	Wellhouse	A Director of the Association or Manager 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 Manager is final.
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\*Any additional costs agreed by the Association, you would need to provide receipts of this costs which will be reimbursed.

## 6. TEMPORARY ACCOMMODATION OPTIONS

We will seek to minimise disruption to our tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to our tenants will depend on what properties are available at that time, although decanting in non- emergency situations can be delayed until more suitable accommodation becomes available.

Before decanting a tenant we will discuss whether it is possible to stay with relatives and friends during the works. If this option is not possible then the other types of temporary decant accommodation available are:

- An Association property
  - Another registered social landlord property (we working in partnership with other Social Landlords)
- In both these cases, accommodation will be allocated to the customers' needs and we will assess for the apartment size according to confirmed family complement, location for specific reason, such as work or school
- Emergency accommodation provided by local authority (this will mainly occur due to a major incident such as a flood, fire and or gas leak).

In exceptional circumstances, we may consider providing hotel accommodation for short stays until alternative suitable accommodation is found. This type of lodgings will be of the "Travelodge" budget hotel variety and the Association will make attempts to make this as locally near the tenants own home where possible.

### Local authority Emergency Accommodation

The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for

housing and this includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.

As a result the local authority must offer temporary accommodation to our tenants and their families who are unable to remain in their homes as a result of a large scale emergency issue, for example fire. In such circumstances we will liaise and work closely with Glasgow City Council's Resilience Team.

## **7. TENANT LIAISON**

We recognise that temporary removal from your home may be a stressful and potentially difficult experience for our tenants and their families. Therefore, we aim to minimise our tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant on the following:

- Which rooms will be affected by the repair and or alteration works.
- The expected content and timetable of the works
- Key dates in the process such as dates of removal and return
- The level of allowances and payments, if any. When and how these will be paid.
- If the repair, alteration or improvement work does not provide for redecoration, discuss the standard that will be completed and what will be included (depending on the cause of the decant some of this cost may be recovered by the Tenants Contents Insurance. Our Insurance claim will include costs for decoration if appropriate and the relevant work completed)
- What furniture will be moved out and if all affected rooms are not cleared of our tenant's belongings the measures we will take to protect them.
- What measures will be taken to protect furniture and our tenant's property remaining in the house, in other rooms not affected directly by the work.
- The tenant should supply all keys to the property to be held by the Association (and contractor) during the period of work.
- Where possible replicate the care provision or adaptations that are within their permanent property to the decant accommodation
- The tenant must not access the property during this time for health and safety reasons.
- We will pay for mail redirection.
- Our tenant should remove any items of high or sentimental value from the property during the period of work.
- Our tenant will receive regular updates from the responsible Housing officer and/or Maintenance officer. Regular contact will take place and be recorded.
- Explain and confirm the costs and liability for costs throughout the decant.
- Any damage caused by the tenant at the decanted property identified at our inspection of leaving the property, we will refer to the Associations Recharge Policy.

## **8. HOUSING BENEFIT/HOUSING ELEMENT OF UNIVERSAL CREDIT AND COUNCIL TAX REQUIREMENTS**

We will try to decant our tenant into a similar size of property to their tenancy or other required size. If the tenant is decanted for more than 28 days the following applies:

- Our tenant should not be financially disadvantaged if temporarily decanted into a property with a higher rent and, or council tax charge.
- Our tenant will continue to meet the rental obligations and council tax charges during the period of decant.
- We will assist our tenants with notification to Glasgow City Council's, Council Tax and Financial Services departments

Decants lasting 13 weeks or more may exhaust our tenant's entitlement to housing benefit while temporarily removed from their home. These circumstances are unusual and will be dealt with as they arise.

Tenants in receipt of universal credit will continue to get their housing element for their permanent tenancy for their monthly assessment period and should meet their normal full liability for rent and council tax.

Our tenant should meet their normal full liability for rent and council tax, net of any benefits to which they are entitled. We will meet the difference between their normal full liability and the costs incurred.

The council tax charge will be stopped at our tenant's tenancy address, and they will be liable for the charge at the new decanted address. We will help our tenant to apply for a 6 month exemption at their tenancy address. Council tax is different from housing benefit as our tenant is liable for the address they are living at. Council tax benefit will be paid based on the decanted address.

## **9. INSURANCE**

### **Wellhouse Housing Association Insurance**

Where the need for repair arises because of an insured event, we will submit a claim to recover the costs from our insurers. Records, photographs and receipts should be retained to substantiate any claim in events such as

- Flood
- Fire
- Storm damage
- Dampness
- Impact by motor vehicle

We will claim for lost rental monies, removal costs, accommodation, work costs and any storage costs.

Our insurance provision will not be available to cover loss or damage to our tenants' belongings unless we were responsible for this through inaction or neglect.

### **Tenant home contents insurance**

We promote house content insurance to all of our tenants and factored owners.

We include information on house content insurance in all of our new tenant sign-up packs. We also promote house content insurance on our website and in our newsletter.

Where a tenant has existing home contents insurance, will advise them to contact their insurance provider of any items to be claimed and of any decant arrangement. The insurance provider normally requires such notification if their tenancy address will not be occupied for a period of time. Contacting your Home Contents Insurance provider can help expedite the process.

## **10. EQUAL OPPORTUNITIES STATEMENT**

We recognise our pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures. We will check this policy and associated procedures regularly for their equal opportunity implications, taking appropriate action to address inequalities likely to result or resulting from implementation of the policy and procedures. We are committed to providing fair and equal treatment to all applicants and tenants and will not discriminate against any on the grounds of race, colour, ethnic or national origin, religion, age, gender sex, sexual orientation, marital status, family circumstances, employment status or physical ability.

An Equality Impact Assessment (EIA) has been carried out when preparing this policy. In line with good practice the completed EIA will be published alongside this policy.

We do not see this policy as having any direct impact upon the protected characteristics contained within the Equality Act 2010.

## **11. PROCESSING INFORMATION - GDPR**

Wellhouse Housing Association will process information and data received in accordance with its policies and procedures relating to General Data protection

Regulations and all customers and service users will be issued with a Fair Processing Notice.

All members of staff will be made aware of their responsibilities in relation to General Data Protection Regulations and will be trained in the process the Association has introduced to ensure compliance with GDPR.

## **12. COMPLAINTS**

Our aim is to get it right first time, however, the Association is aware that this is not always the case and tenants maybe dissatisfied with the service that they have received. Therefore, the Association has a Complaints Policy which should be referenced where there is dissatisfaction with this policy or its operation. The Complaints Policy is available as a separate document on our website, from the Association office and, as with all of our policies, can readily be made available on tape, in Braille, in large print or in translation.

## **13. POLICY REVIEW**

This Policy will be reviewed on a 3 yearly basis or earlier if the legislation changes to ensure that its aims are being met.