

FORTH HOUSING ASSOCIATION LIMITED

DECANT POLICY

Governance: Housing Management

Code: HM 06

For Approval: August 2025

Review Date: August 2028

Cross Reference:	Insurance Claims Policy	M 06
	Repairs and Maintenance	
	Policy	M 10
	Financial Procedures	Fin 02
	Compensation and Goodwill	
	Payments Policy	Fin 07
	Allocations Policy	HM 03

Policy Summary

This policy has been developed to set out the Association's arrangements in circumstances where a tenant (or group of tenants) need to be decanted from their home(s).

Equalities

No equalities issues have been identified in the Equalities Impact Assessment Screening Questions (see Appendix 1) and there is therefore no requirement to complete a full Equality Impact Assessment.

Privacy

There is no requirement to complete a full Privacy Impact Assessment as there is no change to any data collected associated with the implementation of this policy (see Appendix 2).

Policy Owner

Name: Head of Housing Services

Date of Next Review: August 2028

FORTH HOUSING ASSOCIATION LIMITED

DECANT POLICY

1.0 Introduction

Forth recognises that occasions do arise when it has to decant an individual or groups of its tenants. Decants are usually necessary when tenants require to be moved on a temporary basis for example as a result of major repairs/modernisation works, or in an emergency for health and safety reasons, arising out of fire, flooding or other unplanned significant events.

2.0 Aims and Objectives

2.1 This policy aims to ensure that an effective service is provided to tenants who are required to be decanted from their home for a period of time to allow for required corrective works to be carried out. This will involve the following:

- Managing decants in an efficient, co-ordinated and reasonable manner.
- Ensuring that the decant is customer focused.
- Minimising the tenant's absence from their permanent home.
- Causing the least possible disturbance to tenants who are required to decant.
- Sourcing suitable accommodation that meets the needs of the tenant's household.
- Attempting to ensure that accommodation is provided with similar adaptations where an individual has particular needs and their existing home has been specially adapted.
- Assisting tenants and their families in moving and arranging any move required by the work.
- Minimising rent loss.
- Providing tenants with good information, communication and support.

3.0 Decant Considerations

3.1 In general and where required, we will decant a tenant to temporary accommodation where any of the following circumstances apply:

- During maintenance works or planned programme renewals, essential facilities are affected within a tenant's home, such as cold water supply, toilet facilities or electricity and are not likely to be restored by the end of the normal working day.
- Major repair 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.

- A tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living.
- The nature of the work could lead to health problems for the tenant or someone in the household.
- Where the Association is satisfied that the work would be carried out more efficiently, effectively and safely if the tenant was living elsewhere.

3.2 The decision to decant a tenant will be determined by the Head of Housing and Head of Assets and Development, in conjunction with the relevant Housing and Assets Officers. Each case will be assessed on its own merit. Also, we will ensure that the tenant is fully involved in discussions and will agree and confirm the full detail of the decant arrangements with them in writing prior to progressing.

3.3 There may be occasions where the Association has to insist that the tenant is decanted to other temporary accommodation, even if the tenant does not wish to move, if there is deemed to be a possible risk to the tenant and any other household members. This will be subject to a risk assessment by the Head of Assets and Development in conjunction with the Head of Housing Services. If the tenant does not consent to decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action would be taken to safeguard the wellbeing of the tenant and any household members as well as possible harm to neighbours from the risk of not carrying out the identified works.

4.0 Responsibilities of Tenant Liaison Officers

4.1 When a decant is required the Assets Officer and the Housing Officer for the patch area involved will be the tenant's main points of contact and liaison during the decant period. The Assets Officer and Housing Officer will ensure there is clear communication with the tenant before, during and immediately after the decant period on the works required and the decant arrangements.

4.2 The Assets Officer will be responsible for assessing the works required and liaising with the Association's Insurance Loss Adjuster.

4.3 The Assets Officer will advise the Housing Officer of the anticipated duration that a decant property is required.

4.4 The Housing Officer is responsible for assessing the tenant's requirements, meeting the tenant, organising the move in conjunction with the tenant and the Assets Officer.

4.5 The Assets Officer will co-ordinate the remedial works and keep the tenant and the Housing Officer updated on progress.

4.6 The Assets Officer will take gas and electric meter readings at the start and the end of the decant period and provide the tenant with a copy of the readings taken.

- 4.7 Progress with the decant process in each situation will be monitored by the Senior Assets Officer and Senior Housing Officer through normal service management activities.

5.0 Responsibilities of the Tenant

- 5.1 The tenant will liaise with the Assets Officer and Housing Officer.
- 5.2 The tenant will remain responsible for the payment of rent, council tax and any other burdens relating to their permanent home during the period of decant.
- 5.3 The tenant is responsible for the temporary accommodation of their pets.
- 5.4 The tenant is responsible for the cost of reinstatement of their personal belongings, unless it is evidenced that the Association bears this responsibility.
- 5.5 The tenant is required to move back to their permanent home when the property becomes available for re-occupation.
- 5.6 The tenant will be required to vacate the decant accommodation provided within an agreed timescale. In the event that a tenant does not comply with this request, they will become liable for the cost of the additional decant accommodation costs.
- 5.7 The tenant will be encouraged to take out personal contents insurance to cover any items not covered by the Association.

6.0 Alternative Accommodation

- 6.1 If a tenant is able or would prefer to stay with friends or relatives, the Housing Officer will arrange for the removal and storage of their belongings, with detailed records kept on this. In such cases consideration will be given to the rental charge for their permanent home being suspended for the decant period.
- 6.2 If alternative accommodation is required, the Housing Officer will source suitable accommodation, where possible from its own stock. Where the tenant is decanted to another Association property, we will either: (1) continue to charge the tenant the level of rent due for their main tenancy; or (2) if the rent is less than that of the main tenancy, then the rent payable will be the lesser.
- 6.3 In the event that there are no suitable properties available, we will approach the local authority or other social landlords for assistance.
- 6.4 Where suitable accommodation is not available, the Association will, in emergency circumstances, source suitable bed and breakfast, hotel or other temporary lets for use in the short term until suitable accommodation does become available. In these circumstances, we will continue to charge the tenant the level of rent due for their main tenancy.

- 6.5 While the Association will try to accommodate the tenant in suitable accommodation, it is the tenant's responsibility to find suitable temporary accommodation for their pets.
- 6.6 Under exceptional circumstances or where a tenant is already on the transfer list and meets the criteria for an offer of the Association's own property, we may consider the tenant for a permanent transfer to the decant property.
- 6.7 The tenant will be required to agree to and confirm in writing that they will return to the permanent address on completion of the required works. In any situation where the tenant refuses to return the permanent address, we will seek to resolve this by meeting with the tenant and addressing any concerns that they may have. However, when all discussions and negotiations have failed and the tenant is still unwilling to co-operate, the Association may proceed with relevant legal action to seek to resolve the situation.

7.0 Expenses

- 7.1 We will make all the arrangements for removals and disconnections of appliances unless the tenant prefers to do so themselves. The Association will cover all reasonable costs associated with the removal e.g. van, storage costs, contractors. Detailed records will be maintained of all actions taken and costs incurred.
- 7.2 If there are any other related costs incurred as a result of the decant and are deemed reasonable, they will be reimbursed subject to approval by the Head of Housing Services or other appropriate manager e.g. mail redirection, transport to/from place of education/employment, laundry services, floor coverings, cooking facilities, additional costs from boarding pets.
- 7.3 The tenant will be given as much notice as possible when their home is available for re-occupation. We will meet all associated costs with the tenants reinstatement back into their home e.g. van, storage costs, contractors.
- 7.4 The Association will compensate the tenant for the use of gas and electricity supply where it can be evidenced by the tenant that the consumption for the decant period was greater than their normal daily household usage.

8.0 Compensation

- 8.1 In certain circumstances where modernisation or improvements have taken place compensation may be due to the tenant(s). Reference will be made to the Association's Compensation & Goodwill Payments Policy in these circumstances.

9.0 Equality and Diversity

- 8.1 Equality and diversity underpin all our activities and services. When delivering our services, we will ensure that we never discriminate on the basis of sex or marital status, race, disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions such as religious beliefs or political opinions. Also, the Association aims to treat all of our tenants and other customers with respect and professionalism, and we will ensure that our service is fair and accessible to all. Where tenants and other customers have any particular needs or requirements, the Association will do all that it can to ensure that our services are tailored to these. Full details of our Equalities Policy can be found on our website www.forthha.org.uk or can be obtained from our office.

10.0 Monitoring

- 10.1 The application of this policy will be monitored on a case by case basis by the Head of Housing Services and Senior Housing Officer, in consultation with the Head of Assets and Development and Senior Assets Officer. Identified areas of significance from the monitoring activity relating to costs and / or service and performance issues will be reported to the Association's Audit and Risk Management Committee for review and consideration.

11.0 Complaints

- 11.1 Any tenant, customer or agency that is dissatisfied with the management of their case will be advised of our Complaints Policy and Procedure.

12.0 Confidentiality and Data Protection

- 12.1 We recognise the importance of data protection legislation, including the General Data Protection Regulation, in protecting the rights of individuals in relation to personal information that we may handle, use and disclose about them, whether on computer or in paper format. We will ensure that our practices in the handling, use and disclosure of personal information as part of the processes and procedures outlined in this policy comply fully with data protection legislation, including all associated confidentiality related requirements. More information is available from our Data Protection Officer.

13.0 Policy Availability

- 13.1 This policy is available on our website and can be made available in a number of other languages and other formats on request.

14.0 Policy Review

- 14.1 This policy will be reviewed every 3 years, or when required, to ensure that it meets current legislation and good practice guidance

Appendix 1 Equality Impact Assessment Screening Questions

Forth Housing Association - Equality Impact Assessment Screening Questions

Decant Policy

Will the implementation of this policy have an impact on any of the following protected characteristics?

- | | | |
|-----------------------------------|------------------------------|--|
| 1. Age | Yes ☐ | No ☒ |
| 2. Disability | Yes ☐ | No ☒ |
| 3. Gender reassignment | Yes ☐ | No ☒ |
| 4. Marriage and Civil Partnership | Yes ☐ | No ☒ |
| 5. Pregnancy and Maternity | Yes ☐ | No ☒ |
| 6. Race | Yes ☐ | No ☒ |
| 7. Religion or belief | Yes ☐ | No ☒ |
| 8. Sex | Yes ☐ | No ☒ |
| 9. Sexual orientation | Yes ☐ | No ☒ |

Appendix 2

Forth Housing Association - Privacy Impact Assessment

Decant Policy

1. A substantial change to an existing policy, process or system that involves personal information
Yes ☐ No ☒
2. A new collection of personal information
Yes ☐ No ☒
- 3.. A new way of collecting personal information (for example collecting it online)
Yes ☐ No ☒
4. A change in the way personal information is stored or secured
Yes ☐ No ☒
5. A change to how sensitive information is managed
Yes ☐ No ☒
6. Transferring personal information outside the EEA or using a third-party contractor
Yes ☐ No ☒
7. A decision to keep personal information for longer than you have previously
Yes ☐ No ☒
8. A new use or disclosure of personal information you already hold
Yes ☐ No ☒
9. A change of policy that results in people having less access to information you hold about them
Yes ☐ No ☒
10. Surveillance, tracking or monitoring of movements, behaviour or communications
Yes ☐ No ☒
11. Changes to your premises involving private spaces where clients or customers may disclose their personal information (reception areas, for example)
Yes ☐ No ☒