



Bridgewater Housing Association Policy	
Policy name	Decant, Home Loss & Disturbance Policy
Policy category	Housing Services (HS)
Policy number	HS10
Date adopted	November 2024
Last review	N/A
This review	November 2024
Next review	November 2027
Equalities impact assessment required	Yes
Links to other documents	HS12 Common Allocations Policy PS13 Asset Management Strategy PS05 Reactive Repairs Policy
Consultation	Yes

This policy is available to the public on the Association’s website. Copies are also available on request and free of charge from the Association. This policy can also be provided in large print, braille, audio or other non-written format and in a variety of languages, on request.

1 INTRODUCTION

- 1.1 The purpose of this Policy is to describe the Association's arrangements when tenants are required to move from their home in order to permit a repair, an improvement or an adaptation to be completed. In addition, this policy will outline when disturbance payments are made to tenants as part of a programme of planned maintenance works or if the property is being demolished or reconfigured to such an extent that the tenant is unable to return to their property.
- 1.2 In accordance with the Land Compensation (Scotland) Act 1973 and subsequent amendments. Housing Associations have to strictly adhere to specific guidelines on how Home Loss and Disturbance payments are claimed and subsequently paid.
- 1.3 This Policy and subsequent Procedures have been based on the legislative requirements noted in this publication.

2 SCOPE AND PRINCIPLES

- 2.1 There are occasions where the Association will be required to manage the decant of individuals or groups of tenants. This will usually be undertaken when a property is in need of major repairs work or needs to be refurbished, modernised or demolished and when it is not practical, suitable or safe for the residents of these properties to remain in the affected property whilst the works are being carried out.
- 2.2 Before embarking on a programme of major works the following factors will be considered:
 - Are works essential or optional?
 - Is decanting necessary, or can the works be carried out around tenants?
 - Will the decant be permanent or temporary? This will depend on what alternatives are available and the wishes of the tenant.
 - How much money should be set aside for decanting costs?
 - What is the legal entitlement of residents to compensation and will the Association make discretionary payments?
 - Will vulnerable and elderly households be involved? If so extra care and possibly specialised resources may be required
 - Have the implications of Health and Safety Regulations been considered?
 - What consultation procedures are in place to ensure a consensual approach to the refurbishment programme?
- 2.3 In all cases the Association will work with residents throughout the decant process to ensure that the disruption to their lives is kept to a minimum.
- 2.4 Where applicable a payment will be made to them under the following categories:
 - Home Loss Payments
 - Disturbance Payments
 - Decant Payments

- 2.5 All payments including those made at the discretion of the Association may be offset either wholly or partly, against any debts owed to the Association.
- 2.6 The Association will, as far as reasonably possible, ensure existing residents can return or remain in the locality. However, this may not always be possible particularly when a scheme is being remodelled with fewer properties than originally. If this is the case the Association will work with residents to provide options for rehousing.
- 2.7 In cases where a programme of works is required within a property owned by the Association but there is no requirement for decant this policy will outline where disturbance payments may be made to tenants.

3 AIMS AND OBJECTIVES

3.1 Aims

- to minimise the number of occasions on which it is necessary to decant a tenant from their home to complete work
- to minimise the period of time for which a tenant is decanted from their home, returning them as soon as practically possible.
- to manage decant proceedings in an efficient and equitable manner
- to cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis
- to maximise tenant satisfaction with the process of decant and return to their home.
- to minimise decanting costs for the Association.

3.2 Objectives

- to ensure the Association meets legal requirements
- fairness in the calculation of amounts due to residents if not determined by statute, using a fair and consistent basis for the assessment of the loss or costs incurred
- make reasonable payments to residents who are being compelled to move
- providing assistance to residents who are required to move and managing and arranging the move in a responsible manner
- ensuring that accommodation is provided with similar adaptations where an individual has particular needs and their existing home has been specially adapted
- prompt payment of compensation, making every effort to determine the amounts due as soon as possible after the event giving rise to a resident's claim
- in situations where there is clear evidence of financial hardship caused by the move interim payments will be considered.

4. DEFINITIONS

- 4.1 Decanting – is a legal definition used to explain the process where residents are required to move from their homes for repair work or demolition to be undertaken.

- 4.2 Direct Move - this is when a resident is moved out of their property and there is no intention to return them to it.
- 4.3 Temporary Decant - this is when a resident is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.
- 4.4 Home Loss Payment - this is a form of compensation that residents are entitled to claim if they are forced to leave their home in certain circumstances. It's designed to make up for the inconvenience, stress and upset caused by the move, not to cover the expenses of the move or the value of their home
- 4.5 Disturbance Payment - A disturbance payment is compensation that can be claimed where they are forced to move from their home in certain circumstances. Disturbance payments are intended to cover the expenses of moving. If a resident doesn't qualify for a home loss payment, for example because they haven't lived in the property for long enough, they may still be able to claim a disturbance payment. Disturbance payments can also be made where a programme of works is undertaken in their home where there is no requirement to leave the property. In these cases, the payment acts as a contribution to rectify decoration, flooring or other items following the works.

5 DECANT RESULTING FROM TENANTS ACTIONS

- 5.1 The Association distinguishes between decant situations where a tenant (and household) is required to decant following action or omission by the tenant (or a member of their household) which have required the tenant (and household) to be decanted and situations where the tenant (or a member of their household) has not taken action, or omitted to take action requiring a decant, for example:
- The tenant (or a member of their household) has caused or contributed to the need for decant:
 - Deliberate fire raising within their own home or fire starting as a result of negligence
 - Deliberate flooding of their own home or flooding as a result of negligence
 - Alteration carried out by tenant (whether approved by Association or not) has caused damage to the property.
- 5.2 This list above is not a complete list, only examples. Other situations may be those where action or omission by the tenant or a member of their household results in a decant.
- 5.3 Actions taken by the tenant (or a member of their household) which result in damage or deterioration of the property may be a breach of the Conditions of Tenancy and may result in the Association taking action to recover the property through legal action.

- 5.4 Where the Association's practice will differ between tenants whose actions (or omissions) have required the decant and others, this is set out in the Policy below.
- 5.5 If, during the period of decant, information becomes available that indicates that the tenant's (or a member of their household's) actions have caused to the need for decant, costs incurred by the Association will be recovered by recharge from the decanted tenant. Where the tenant has household contents insurance they may be able to recover the costs from their Insurer.

6 LEGAL & REGULATORY CONTEXT

- 6.1 This policy will comply with all relevant legislation and best practice guidance including:
- The Housing (Scotland) Act 1987, 2001 & 2010;
 - The Scottish Social Housing Charter.
 - The Data Protection Act 2018
 - Scottish Secure Tenancy Agreement, Short Scottish Secure Tenancy Agreement and Occupancy Agreement
 - The Land Compensation Act, 1973 - *Registered Social Landlords are obliged to make Home Loss and Disturbance Payments to tenants and homeowners if they are to be displaced due to demolition or other redevelopment proposals affecting their home.*
 - The Home Loss Payment (Specification of Amount) (Scotland) Regulations, 1989 - *this is the relevant legislation for making payments to residents. The payments are intended to compensate individuals for the upheaval and personal upset involved in an involuntary move.*
- 6.2 We will pay Home loss and disturbance payments only when a decision to demolish has been approved by our Board that affects our tenants and homeowners. The relevant date will be the date of the meeting at which the decision was approved.
- 6.3 In exceptional circumstances, payments may be made where a tenant is forced to leave the property shortly before the relevant date of the decision to demolish is declared (e.g. tenant fleeing domestic abuse or discriminatory harassment).
- 6.4 There is no specific legislation that relates to the payment of disturbance allowances outwith home loss situations.

7 EMERGENCY SITUATIONS

- 7.1 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.

7.2 As a result the local authority (Renfrewshire Council) must offer temporary accommodation to Bridgewater Housing Association tenants and their families who are unable to remain in their homes as a result of an emergency. Clearly this will not apply where a decant is necessary as a result of planned maintenance or repair.

7.3 The Emergency nature of this accommodation means that it may only be used for short periods. This may be sufficient to allow repairs to be completed but if it is not, the tenant will have to move on to other decant accommodation while work is completed, in which case the Association will attempt to assist the local authority in rehousing the tenant whilst this work is undertaken.

8. ACCOMMODATION CRITERIA

8.1 The Association will minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what is available at the time, although decanting in non-emergency situations may be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:

- Emergency accommodation provided by the local authority
- Staying with relatives or friends
- Association properties
- Properties provided by other local RSL's
- Hotel accommodation (this option is not available where decant is required as a result of tenant's actions or omissions)

8.2 The Association will prefer that tenants move to an Association property while work is completed however if such accommodation is not available and the work cannot be delayed until it is, the Association will make hotel accommodation available for the period. The standard of accommodation provided will be "Travelodge" type budget hotel accommodation. Hotel accommodation will not be offered where tenant's actions or omissions have made the decant necessary.

Where a tenant is staying in a hotel or other accommodation with no cooking or laundry facilities the following additional payments may be made:

Allowance per adult (per day)	£20
Allowance per child under 16 (per day)	£15

8.3 The type of property that is available and the duration of the period of decant will determine the issues to be addressed during decant at both the original and the decant address. Where the Association's own accommodation is to be used, the property should be thoroughly cleaned and cleared and be at the Lettable Standard before use.

8.4 The criteria for accommodation to be provided by the Association is as follows:

- Where possible, tenants being moved due to redevelopment or major repairs will be allocated a property with the same number of apartments as the property in which they already live;
- Accommodation will be allocated according to the tenant's needs which will be assessed by:
 - Apartment size according to confirmed family complement;
 - Location for specific reasons, such as work or school
 - Tenant's stated preference
- Properties will be wind and water-tight. Due to the low turnover of stock in particular areas within the Association's stock, accommodation from other landlords may be utilised where there is a shortage;
- While a tenant is required to move the rent they pay shall be the same, or where the rent is less than that of the existing property then the rent payable will be the lesser;
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- The Association will try to decant tenants into a similar size of property to their permanent home. Tenants who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet the rental obligations and Council Tax charges during the period of decant.
- Where the accommodation is for the purpose of remodelling or modernising the tenant's existing home, the tenant may be permitted to stay in the temporary decant accommodation permanently. See Section 9 of this policy.
- Where a move has occurred to allow demolition of property to proceed or to create vacancies for a remodelling programme that will reduce the number of units available, tenants will be made an offer of permanent alternative housing as properties become available;
- As part of the decant (either temporary or permanent), the Association will help co-ordinate and pay for the following:
 - furniture removal and storage of furniture where this is required (excluding packing)
 - mail redirection;
 - telephone disconnection/reconnection
 - gas/electrical appliance disconnection/reconnection i.e. cooker, washing machines, lifting and relaying of carpets and/or curtain and carpet alterations. Where we arrange gas disconnection/reconnection of cookers it is the tenant's responsibility to ensure their appliance meets the existing required standard. The Association's contractors cannot reconnect appliances that do not meet those legal standards;
 - disconnection/reconnection of TV aerial/satellite/cable.

- 8.5 In most cases, the tenant will need to arrange for utilities, phones and TV contracts to be disconnected and reconnected but the Association will pay for any fees directly associated with this. The Association is usually unable to do this directly due to company's policies and Data Protection rules.
- 8.6 If a tenant wishes to move with no assistance from the Association, it will pay a non-negotiable one-off payment of £800.
- 8.7 In all circumstances tenants will need to arrange their own contents insurance;
- 8.8 Where the tenant receives emergency alarm or care services or meals on wheels, we will liaise with the appropriate agency to make sure the service is transferred to the decant property and then back to the permanent property;
- 8.9 The Association will ensure that the decanted accommodation provided will conform to the normal letting standard of the organisation plus it will have:
- Fitted carpets;
 - Vinyl floor covering in kitchen and bathroom;
 - Fully operational heating and hot water system
 - Blinds/Curtains
 - Clean decoration
- 8.10 Residents who have to move due to major works will have a legal right to return.
- 8.11 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. These will be the minimum necessary to enable safe occupation of the property. The Association will seek to recover the cost of any legal action from the tenant.

9 REMAINING IN THE DECANT PROPERTY

- 9.1 The Association will consider favourably, a request to remain in the decant house under the following circumstances:
- where the tenant meets the transfer eligibility criteria detailed in the Association's Allocations Policy; or
 - where it is deemed by the Housing Services Manager to be equivalent in type and demand as the tenant's permanent home; or
 - where the property is not equivalent but there are exceptional reasons that the tenant should be permitted to remain in the decant property, the Housing Services Manager will recommend granting a Management Transfer; and
 - where the decant property is not required as part of an ongoing decant programme; and
 - where the decant property has not already been pre-allocated to another tenant or applicant who has received a formal offer for the property or who cannot be allocated another property that equally suits their needs; and

- where the tenant makes a request to remain in their temporary decant accommodation after moving and the original house is suitable for re-letting once the major works have been completed.

9.2 Tenants who have been given permission to remain in their temporary decant accommodation or who decant permanently to another home will enter into a new Scottish Secure Tenancy Agreement for this home.

10. HOME LOSS PAYMENTS

10.1 To be eligible for a Home Loss payment, claimant's must:

- Have a legal interest in the dwelling (e.g. they must be a tenant, an owner occupier, live in a tied house, or be a spouse with matrimonial occupancy rights)
- Have been moved as a direct consequence of one or more of the following circumstances:

- Compulsory Purchase Order
- Demolition, Improvement or Closing Order made by the Local Authority
- Improvement, demolition or redevelopment by Bridgewater Housing Association
- Demolition under any other compulsory power e.g. Building (Scotland) Act 1959
- Court Order for eviction from secure tenancies, granted to allow demolition or work. If the tenant agrees to move out before the Court Order is granted, there is no right to payment

- Have lived in the house for more than one year at the date of moving, unless: they had been forced (because of one of the above events) to move from a previous home as well, without receiving a Home Loss payment and the total combined residence in the two houses is more than one year.
- The tenant or homeowner must be in occupation of the house in question on the relevant date.
- The move must be permanent. The tenant must have a Scottish Secure Tenancy Agreement (SST), be a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981, or any person with any "interest in the dwelling house".

10.2 Tenants are entitled to a 'flat rate' Home Loss payment of £1,500 and owner occupiers are entitled to 10% of the market value of their home up to a maximum of £15,000 and a minimum of £1,500.

10.3 Forms for claiming Home Loss payments will be issued to qualifying owners and tenants by the Association at the appropriate time. Claims must be made within 5 years of the removal date. On receipt of the completed forms the Association will then forward applications to the Finance Section with payment requested by the Manager of the section dealing with the application. Any outstanding liability e.g. rent arrears or rechargeable repairs will be deducted from the payment made.

10.4 In any event payment should be made no later than the latest of the following dates:

- a) Date of removal
- b) Within 3 months of making the claim
- c) For owner occupiers, the date when the valuation of the houses is agreed (and hence the level of Home Loss payment)

11. DISTURBANCE PAYMENTS

11.1 Subject to qualifying conditions similar to Home Loss, Disturbance Payments are payable to both tenants and homeowners. Unlike Home Loss Payments, there is no statutory provision as to the amount of the payment. Section 35 of the Land Compensation (Scotland) Act 1973 merely refers to “reasonable expenses...” with the Lands Tribunal being given the task of determining any disputes. We will pay up to a maximum of £800 to compensate tenants and homeowners for any reasonable expenses incurred in moving from a house due to demolition or other redevelopment proposals affecting their home. Payment may be made in form of £400 once the tenant has moved to the decant property and £400 on return to the original property. Tenants or homeowners who dispute this amount will need to provide receipts to demonstrate their ‘reasonable’ expenses.

11.2 Disturbance payments are for the ‘reasonable expenses’ of moving –. It includes all expenses reasonably incurred during the move, in addition to the move itself. For example:-

- the cost of removals and/or storage of belonging
- the cost of altering soft furnishings, i.e. refitting carpets, altering curtains and blinds and re-fixing curtain rails
- cost of providing new curtains and carpets where those from the old home cannot be adapted to fit
- disconnection and reconnection costs for existing fixtures and fittings e.g. telephone, cooker, washing machine and other plumbing
- redirection of mail for up to 3 months
- purchase of cookers if type of fuel is different in new home
- storage of any belongings not able to be taken into the new home
- costs of kennels etc. for pets if they cannot be accommodated in any temporary accommodation
- reimbursement for extra travel costs related to work or education whilst in temporary accommodation.

11.3 This list is not exhaustive and the Association will not accept additional claims for payments once the Disturbance Payments have been made.

11.4 There may be occasions when due to the tenant's individual circumstances and with their agreement that the Association will, arrange and pay for the following:-

- furniture removal and storage of furniture where this is required (excluding packing)
- mail redirection;
- telephone disconnection/reconnection
- gas/electrical appliance disconnection/reconnection i.e. cooker, washing machines, lifting and relaying of carpets and/or curtain and carpet alterations. Where we arrange gas disconnection/reconnection of cookers it is the tenant's responsibility to ensure their appliance meets the existing required standard. The Association's contractors cannot reconnect appliances that do not meet those legal standards;
- disconnection/reconnection of TV aerial/satellite/cable.

11.5 In both instances, the Association will provide a full removal service or make a one off payment to the tenant as set out in item 11.1. This is to ensure that the inconvenience to the tenant is minimised and the process is effectively co-ordinated.

11.6 All payments, including those made at the discretion of the Association, may be offset, wholly or partly, against debts owed to the Association. Exceptions to this will be considered on an individual case basis.

12 APPEALS AND COMPLAINTS

12.1 Appeals or complaints against our operation of this policy will be processed through the Association's complaints handling procedure.

13 POLICY REVIEW

This policy will be reviewed every *five* years or as required to assess its effectiveness and to consider any changes required in the light of experience, new guidance, good practice, and legislation.

