

## Decant Policy

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<b>Approved by:</b>	
<b>Next review date:</b>	

### 1.0 Scope

A decant is where a resident is *required* to move from their permanent home into alternative accommodation because of unexpected damage or major repair or improvement works that means the resident cannot remain in the property while the work is carried out, or when the property is to be disposed of or redeveloped. It could be a permanent or temporary decant and may involve anything from moving one household to managing a programme of decants across a large number of properties over a period of time.

Welwyn Hatfield Borough Council (WHBC) recognises that the decant process can be particularly upsetting and stressful to residents. We will seek to minimise the disruption to residents wherever we are able to.

Residents who are compelled to move, may have a legal right to compensation for the loss of their home and/or the costs of moving. This policy sets out how WHBC will work with affected residents, and when we will compensate them for the loss of their home and the additional costs they may incur.

This policy applies to:

- Council tenants and leaseholders who live on an estate where major improvements or demolition and redevelopment are planned

- Legal tenants of Council leaseholders who live on an estate where major improvements or demolition and redevelopment are planned
- Council tenants and leaseholders who experience unexpected damage or major repair requirements to their property
- Legal tenants of Council leaseholders who experience unexpected damage or major repair requirements to their property

This policy does not apply to unauthorised occupants or lodgers or households who are occupying temporary accommodation provided by the council.

## **2.0 Policy Objectives**

This policy aims to set out:

- the circumstances in which a tenant/leaseholder or sub-tenant may be decanted
- what tenants and residents can expect if they are required to move from their home
- what financial compensation will be paid
- the likely options for rehousing that WHBC may offer

## **3.0 Other Relevant Policies**

When considering decanting residents, staff should also have regard to WHBC's Housing Allocation Policy

## **4.0 Decision to Decant**

In deciding whether a decant is necessary we will consider the household composition, needs and preferences; the likely time periods involved; the suitability of alternative accommodation; the level of disruption and the relative cost of carrying out works with the household in situ to the cost of decanting.

We will involve and consult residents from the outset, but for our tenants, it is ultimately WHBCs' decision as to whether a tenant can remain in a property.

If a tenant refuses to move we will take appropriate legal action to obtain vacant possession. We will ensure that the tenant has received an offer of suitable alternative accommodation.

Where a property is owned by WHBC but managed by an agent or, managed by WHBC on behalf of another property owner, or the property is leased; the responsibility for decants will be managed in accordance with the management agreement or the terms of the lease. If the agreement or lease does not explicitly mention decant processes, the property owner and the managing agent/leaseholder (as applicable), will need to agree who will cover the costs of the 'decant' prior to any works being undertaken.

## 5.0 Types of Decants

Decants will generally fall in to one of the following categories

- Unplanned – emergency temporary
- Unplanned – temporary (non emergency)
- Unplanned – permanent
- Planned – temporary
- Planned - permanent

Temporary decant: when a resident is moved out to enable work or redevelopment of the property to be carried out with the intention of returning them to it at the earliest opportunity.

Permanent decant: when a resident is moved out of their home and there is no intention to return them to it

### 5.1 Unplanned Emergency Temporary Decants

Where an unplanned event occurs (for example a fire, flood, storm damage or major leak) that results in a WHBC tenant having to be moved straight away because the property is unsafe or uninhabitable, temporary accommodation will be arranged until the situation can be fully assessed and/or fully resolved. The following options may be considered and will depend on the availability and suitability of accommodation and the relative costs. Whilst we will seek to provide temporary accommodation as near to a tenant's home as possible, this may not always be feasible and sometimes accommodation may be located outside the local area.

Options include:

- Tenant staying with family or friends
- WHBC's temporary accommodation
- Guest rooms in WHBC's sheltered housing schemes
- Bed and breakfast or hotel accommodation
- WHBC's own housing stock (depending on availability)
- Temporary accommodation made available for this purpose by a partner agency or private sector landlord
- Accommodation sought from a neighbouring local authority

Staying with family and friends is the preferred option, and a daily allowance per household will be paid to the tenant to compensate their relative or friend for the inconvenience and additional costs. The daily rate is set out in Appendix 1. In exceptional circumstances the council will consider whether a larger sum is appropriate. If the family or friends are not in the local area, we will also consider paying reasonable travel costs for the tenant to stay with them. The sum is payable per night and is intended to cover both food, drink and the accommodation, whilst alternative accommodation is secured.

Usually the use of friends and family temporary accommodation will not be for longer than 4 weeks.

If the situation occurs out of office hours, and the tenant cannot go to family or friends we will arrange emergency temporary accommodation until a full assessment can be made on the next working day (or up to three nights if it occurs during a Friday evening).

Once the situation has been assessed, the 'decant' may be classified as either an unplanned non-emergency temporary decant (e.g. due to flooding), or an unplanned permanent decant (e.g. after a major fire where the property would have to be demolished).

## **5.2 Unplanned Temporary Decants (non emergency)**

Where unplanned repair work is required that cannot be carried out with the resident in situ, but does not require the resident to leave immediately, temporary alternative accommodation will be arranged when the work is to be done. Consideration will be given to the likely time to complete the repair, the availability of suitable accommodation and the relative costs of each option. For these decants, the following principles apply:

- we will use our own temporary accommodation wherever possible; if we are unable to provide temporary accommodation at our designated sites or this does not meet the needs of the household, we will use one of our own void properties or a void property we have nomination rights to and where this is not available we will consider options as listed in Paragraph 5.1 above.
- the move only lasts as long as it takes to complete the repair works;
- the tenant remains a tenant of their original home at all times; and
- the temporary home from our void stock is let on a temporary agreement, and the tenant has no right to remain in the decant property, once the tenancy has ended.

## **5.3 Unplanned Permanent Decants**

A permanent decant may be required where the damage is so extensive that permanent rehousing is necessary e.g. a major fire.

A permanent decant will also be considered where the work is expected to take a long time i.e. more than 6 months and the tenant would prefer to move permanently. In this situation, the tenant must have an existing housing need such as overcrowding, or the permanent move has been agreed by **Senior Officer Panel** due to other extenuating circumstances **and** suitable alternative accommodation is available so that the necessary repair works are not unreasonably delayed. Extenuating circumstances could include exceptional social circumstances that are seriously affected by current housing and would

be helped with a change in housing or where a resident is in immediate danger.

#### **5.4 Planned Temporary Decants**

A planned temporary decant may be required where works such as damp proofing, structural works or asbestos removal are to be carried out and would leave the resident without basic facilities for a period of time or because of a health and safety requirement, but the resident will be able to return on completion of the works. For these decants, the following principles apply:

- we will use our own temporary accommodation wherever possible. If we are unable to provide temporary accommodation at our designated sites or this does not meet the needs of the household, we will use one of our own void properties or where this is not possible, we will consider options as listed in Paragraph 5.1 above.
- the move only lasts as long as it takes to complete the repair or improvement works.
- the tenant remains a tenant of their original home at all times.
- the temporary home from our void stock is let on a non-secure tenancy, and the tenant has no right to remain in the decant property once the tenancy has ended.
- the tenant will usually only be made one offer of temporary suitable alternative accommodation.
- if the tenant wishes to remain permanently in the temporary decant accommodation, at its discretion, WHBC may approve such a request, where for example the permanent move would address an existing housing need such as overcrowding under our Allocations policy, and there are no outstanding rent arrears or other breaches of tenancy, and it would be in accordance with WHBC's Allocation Policy and any relevant nomination agreements.

#### **5.5 Planned Permanent Decants**

A permanent decant may be necessary where it is planned to dispose of, demolish and/or redevelop the property; or to remodel the whole block or estate resulting in a different number or properties and/or property sizes; or to alter the property to the extent that it is no longer suitable for the existing tenants needs. WHBC will work closely with affected tenants and residents at all stages to support them through the process and help find suitable alternative accommodation. The following principles apply:

- WHBC tenants who have to move due to demolition and/or redevelopment are given urgent priority in line with the Housing Allocation Policy – in order to facilitate a move as soon as possible
- where a new development is planned, residents will not automatically have the right to move to the new properties once they are built.

- where WHBC have already started possession proceedings against a tenant, prior to the decant, we will continue with the legal action to end the tenancy.
- existing WHBC tenants will be offered a like for like tenancy. Where the tenant has a 5 year flexible tenancy, a new full 5 year tenancy will be offered.
- WHBC will provide a package of support tailored to meet each households needs
- tenants will be given priority to bid for WHBC properties but if they have not successfully bid, we will match tenants to voids that become available to make at least two offers of suitable alternative accommodation.
- where a number of tenants have the same level of priority they will be prioritised by the time/date the application was made to the Housing Needs Register (with the application which is made first having the most priority)

## 5.6 Suitable Alternative Accommodation

Suitable alternative accommodation means accommodation which provides the tenant with equivalent security of tenure and is similar in regards to rent, size, situation etc. as required under Schedule 2, Part III of the Housing Act 1988 and meets the tenants' needs as set out in WHBC's Allocation Policy.

Where the tenant is currently **under occupying**, they will normally be offered a smaller property that meets their current needs, however **Senior Officer Panel** will consider cases where there are exceptional circumstances which may warrant the offer of a larger property.

Wherever possible we will offer like for like in that we will try not to move a tenant from a house to a flat or from a flat to house, but this depends on the availability of properties in the local area and whether it would unreasonably delay the planned works. A flat may be on a different floor from the tenants existing property. However, it will meet any mobility and access needs of the tenant and their household.

We will have regard to the tenants stated preferences in terms of location and proximity to relatives or schools, but it will be deemed as suitable if it is of the appropriate size and WHBC considers it a reasonable travel distance to the tenant and partners place of work.

Where the tenant has adult children permanently living with them who have expressed a wish to live independently and we are unable to find a large enough property, separate alternative accommodation may be offered to the adult child or children by agreement.

If the tenant refuses the offers of suitable alternative accommodation, or refuses to move at all, WHBC will take appropriate legal action to gain vacant possession of the property and offer suitable alternative accommodation.

Not all circumstances can be easily covered in this policy and WHBC will apply its discretion in making any further offers of accommodation or assistance where exceptional circumstances warrant it.

## **6.0 Rent and Rent Arrears**

For permanent decants the tenant will continue to pay rent until their tenancy ends at their permanent home.

If the tenant has arrears of rent or service charges, or other debt owed to WHBC, these will be deducted from any Home Loss Payments due, with any remaining arrears being included in the new tenancy agreement as a former tenant arrears agreement.

While the tenant is temporarily decanted, they will continue to pay their rent at their permanent home and with no rent due on the temporary accommodation. Where the temporary accommodation does not provide access to cooking facilities e.g. a hotel, the tenant will receive compensation payments.

Where the rent of the decant property would be lower than the rent at the permanent property we may refund the difference through a rent abatement.

If a temporary decant occurs at the time of an annual rent review, the rent on the permanent property will still be reviewed and changed and the relevant rent change notices served.

## **7.0 Tenant Compensation**

WHBC will meet reasonable costs (agreed by the appropriate Head of Service) that tenants incur as a direct consequence of being required to move home. See sections 8 and 9 for payments to leaseholders.

We will not make any payments to lodgers or licensees as WHBC has no legal duties in this respect.

### **7.1 Home Loss Payments**

Where WHBC requires a tenant to move permanently due to demolition, improvement (which includes alteration or enlargement) or redevelopment (which includes a change of use), they may be entitled to claim a statutory Home Loss Payment, to compensate them for the personal upset and distress of losing their home. Home Loss Payment is not available for temporary decants, nor decants arising as a result of an intended sale of the property.

To qualify for the Home Loss Payment they must:

- be the tenant (but see below regarding spouses and civil partners);

- have occupied the property as their sole or main home for a minimum of 12 months at the date of displacement (irrespective of whether they were the tenant throughout e.g. where they are a successor); and
- be moving as a result of the proposed works.

A spouse or civil partner of a tenant may claim Home Loss Payment if it can be shown that there is a matrimonial home right. The spouse/civil partner who remains in occupation is treated as occupying by virtue of his or her spouse's interest under the tenancy. A spouse who has moved out of the property will not be able to claim as he or she will not be able to satisfy the occupation condition.

Tenants who have not occupied their property for 12 months will not be eligible for a Home Loss Payment, although they may be eligible for a Disturbance Payment.

Tenants who have been given formal notice of the need to be permanently decanted and take their own steps to find new accommodation, rather than waiting for the formal decant offer, will remain eligible for a Home Loss Payment. This includes those who transfer or move into the market rented, shared ownership or private sale sectors.

More than one person cannot be entitled to a Home Loss Payment. In these circumstances the payment is shared equally between those entitled, meaning that there will only be one Home Loss Payment per household.

If a household has to move to temporary accommodation before moving into new permanent accommodation, the household will still receive one Home Loss Payment unless all the conditions for the payment are again met.

Where a household has moved into a new home on the basis that this will be their new permanent home and then WHBC's redevelopment plans change to include the household's new home, they will be entitled to a further Home Loss Payment as long as they have lived in the new home for at least 12 months at the date of displacement and they are moving as a result of the proposed works.

Where a tenant is decanted temporarily but requests to remain permanently in the decant property, they are not entitled to the statutory Home Loss Payment, although a discretionary disturbance allowance will be considered.

If tenants are evicted prior to being decanted, they will not receive a Home Loss Payment.

Any claims for Home Loss Payment must be made using the relevant claim form or in writing within 6 years of the date of displacement.

## 7.2 Discretionary Home Loss Payments

If the conditions for a statutory Home Loss Payment have not been satisfied throughout the period, but are satisfied on the date of displacement, then WHBC may make discretionary payments: this is entirely at WHBC's discretion and must be approved by the relevant Head of Service. Where discretionary Home Loss Payments are approved, the amount paid must not exceed the amount paid for statutory Home Loss Payments.

WHBC will not make any discretionary payments where the need for a 'decant' has arisen due to wilful or negligent actions of the tenant or a member of their household.

## 7.3 Disturbance Payments (Permanent Decants)

Tenants who are required to move permanently due to demolition, redevelopment or improvement works have a statutory entitlement to disturbance payment if they occupied the property at the time of acquisition by WHBC. The purpose of the payments is to reimburse tenants for all *reasonable* costs they have actually incurred as a result of having to move. There is no minimum length of occupation required but the tenant must be in lawful occupation of the property on or before the date of displacement.

Disturbance payments are paid in addition to any Home Loss Payment due to the tenant.

To avoid the tenant having any financial inconvenience, WHBC will try to meet the costs directly with contractors and suppliers wherever possible. Where the tenant makes the initial payment and claims reimbursement from WHBC, receipts or reasonable evidence must be provided for all costs before payment is made. In some cases, we may agree a lump sum disturbance payment with affected tenants to meet the costs of moving and to avoid the need to submit receipts for each item.

Examples of costs that will be covered where a tenant is permanently decanted include:

Removal and storage costs –WHBC will either arrange the removal or storage with a company directly, or reimburse the costs, but require two quotes to be obtained. Boxes can also be provided to help with packing.

Deposits – we will provide any necessary deposit if required for any temporary accommodation we have agreed to until permanent accommodation is available. However, the occupier will incur the cost if the deposit is not returned in full due to a fault of the occupier. This will be deducted from any other compensation payments due to the tenant.

Disconnection and reconnection of washing machines and other plumbing – where applicable we will arrange for the disconnection and reconnection cost of a washing machine and other plumbing e.g. dishwasher.

Telephone, Satellite/Cable TV and internet connections – we will reimburse any costs for reconnections at the decant property.

Disconnection and reconnection of cooker – where required, we will arrange for this to be done by our contractors or we will cover the cost of disconnection and reconnection work carried out by a registered Gas Safe fitter.

Where the decant is from a property with a gas supply to a property with an electric-only supply or vice versa, WHBC will provide a new cooker up to an agreed maximum value (set out in Appendix One).

Redirection of mail – if the tenant arranges re-direction of mail, we will reimburse the cost for all household members for up to 6 months.

New school uniforms - where decanting results in the need for a child to change schools, we will assist with the cost of one new uniform per child where the school requires a uniform to be worn. We will require confirmation from the school on the uniform requirements.

Replacement of security locks and alarms –we will remove and refit security locks and alarms or reimburse any costs incurred if the tenant has to employ a contractor. Installations must be by an approved locksmith and compliant with current building regulations.

Rehoming for pets - in the event of a tenant being unable to take a pet to their new home due to restrictions placed on the property, we will reimburse reasonable rehoming costs. Only households that have requested permission to keep a pet as per the WHBC tenancy agreement and are keeping the pet in line with the tenant obligations will be eligible.

Adaptations within the home – we will cover the cost of the removal and refitting of adaptations approved by an Occupational Therapist (OT) and undertaken by an approved contractor.

Carpets and floor coverings – where possible, households are expected to re-use the floor covering in their homes. We will arrange for the uplift and refitting of carpets, underlay and/or laminate flooring. If this is not possible or partially not possible, WHBC will cover reasonable costs of replacement floor covering, up to an agreed maximum value per room (Appendix One)

Curtains and window covering –households are expected to re-use their current window covering and make any alterations to the length and width. We will arrange for curtain rails to be removed, altered and refitted. Where

this is not possible, we will cover reasonable costs of replacement window coverings, up to a maximum value per window. (Appendix One)

Light fittings –existing light fittings will be transferred and refitted. Where additional fittings are required in the new home we will only cover the cost of basic lampshades.

Compensation for Improvements – any improvements the tenant has made to the property such as a new bathroom, will be compensated for if the tenant had received our prior written permission and in accordance with WHBC's Policy.

Decorating costs – where there is evidence of disrepair e.g. damp, filling holes or covering uneven surfaces we will redecorate the affected area. If we are not able to redecorate we will cover any reasonable costs to do the work.

Loss of wages – we will reimburse the tenant for loss of wages or income where time off is unavoidable due to displacement. We will require written confirmation from the tenant's employer/and or proof of any loss of wages/income where the tenant is self employed.

Survey fees – we will reimburse leaseholders for any reasonable survey and related fees incurred as a direct result of having to purchase another home.

Home contents insurance – the council will consider meeting any reasonable additional home insurance costs that tenant/leaseholder is subject to and is associated with a decant.

TV License costs – where a qualifying tenant has previously benefited from a free TV license scheme as a result of the exemption for residents of sheltered accommodation blocks – but they do not qualify in the home they are moving to as a result of the decant, the council will consider compensating the tenant accordingly. Each case will be considered on its merits.

#### **7.4 Discretionary Disturbance Payments (Temporary Decants)**

Where there is no statutory entitlement to Disturbance Payments because the 'decant' is temporary, then WHBC may on a discretionary basis provide some financial assistance to tenants up to any limits in this policy; this is entirely at WHBC's discretion.

We will not make any discretionary payments where the need for a 'decant' has arisen due to wilful or negligent actions of the tenant or a member of their household e.g. where they have caused a fire.

If WHBC decides to make a discretionary disturbance payment, evidence must be provided for all costs as reimbursement will only be paid when bills or receipts are submitted with any claims, unless we agree to pay a one-off lump

sum amount. Claims can be for costs incurred when moving out and returning to the permanent property.

Examples of costs that may be covered where a tenant is temporarily decanted include:

Removal and storage costs –WHBC may either arrange the removal or storage with a company directly, or reimburse the costs where it is necessary to move belongings or furniture, but will require two quotes to be provided.

Disconnection and reconnection of washing machines – we may arrange for the disconnection and reconnection cost of a washing machine, or for decants lasting more than 1 week we may reimburse laundry costs of up to a maximum value per week where the tenant has no access to laundry facilities. (Appendix One)

Telephone, Satellite/Cable TV and internet connections – we may cover the cost of monthly subscriptions where the decant lasts longer than 1 month.

Disconnection and reconnection of cooker –we may arrange for the disconnection and reconnection of the tenants cooker by a registered Gas Safe fitter or qualified operative (where electric).

Redirection of mail – where the tenant is decanted for more than 2 weeks, we may reimburse the cost of mail redirection for all household members for up to 3 months.

Rehoming for pets - where a tenant is unable to take a pet to the temporary accommodation due to restrictions placed on the property, we may reimburse reasonable temporary rehoming costs. Only households that have requested permission to keep a pet as per the Tenancy Agreement and are keeping the pet in line with the tenant obligations will be eligible.

Carpets and floor coverings – where necessary we may arrange for the uplift and refitting of carpets and underlay. If this is not possible or partially not possible, WHBC may provide replacement floor covering.

Curtains or blinds – where necessary we may consider providing curtains or blinds in bedrooms or sitting rooms if the tenant is unable to make use of their own.

Food – we may reimburse a daily sum (set out in Appendix 1) for those who have to stay in a hotel or bed and breakfast and do not have access to cooking facilities or a ‘meal deal’ included with the accommodation provided. Guidance on the method of payment or reimbursement is contained in the procedure.

## **8.0 Leaseholders**

For planned works we will consult leaseholders on any major works before any discussion about possible decants. WHBC will seek legal advice if we are prevented from fulfilling our repair and maintenance obligations as a result of a leaseholder refusing to be decanted.

Where we have a statutory duty to, we will compensate leaseholders for the loss of their home; otherwise they will be expected to recover their costs through their own insurance cover.

The conditions for Home Loss Payments and Disturbance Payments are the same as for tenants i.e. the decant must be permanent due to redevelopment or improvement works and the owner or their sub tenant must have been living in the property at the date of displacement (and for Home Loss, for the previous 12 months). See section 8.2 below.

### **8.1 Suitable alternative accommodation.**

While WHBC may not have the same duty to provide alternative accommodation to leaseholders as it may for its tenants in respect to temporary decants, we will provide suitable alternative accommodation where:

- there is an obligation under the terms of the lease;
- the decant is required as a result of WHBCs action's, failure to act or negligence
- it may help facilitate the progress of essential works

Where we do not have an obligation to provide alternative accommodation we may charge the resident rent under a temporary tenancy.

## **8.2 Determining the value of a Home Loss or Disturbance Payments**

### **Home Loss Payments**

The amount of Home Loss Payment is set by the Government. These amounts are set out in the Land Compensation Act 1973 and currently, the Home Loss Payments (Prescribed Amounts) (England) Regulations 2017 (the Regulations). The Regulations are regularly updated by Government and prescribe the amount of home loss payments. The value of any home loss payments will be paid in accordance with the Regulations in force at the relevant time.

WHBC or the resident has the right to apply to the **Upper Tribunal (Lands Chamber)** in the event of disagreement about the value.

### 8.3 Disturbance Payments

WHBC will pay all reasonable expenses that the owner or sub tenant incurs as a result of the permanent decant. Interest will be payable from the date of displacement until the date of payment at the prescribed rate. Examples of reasonable expenses are set out in section 7.3 above, but each payment will depend on the particular circumstances.

WHBC or the resident has the right to apply to the **Upper Tribunal (Lands Chamber)** in the event of disagreement about the amount of disturbance payment due as a result of a statutory obligation.

WHBC will not normally pay Disturbance Payments to owners or sub tenants who are required to decant temporarily unless there is an obligation under the lease, or the decant is required as a direct result of WHBC's actions, failure to act or negligence. In these cases we will process any claims under our liability insurance.

If we do decide to make a discretionary disturbance payment, then we will pay reasonable costs up to the values set out in this policy. The amount of discretionary disturbance payment cannot be varied from the amount that would have been payable if the resident had legal entitlement.

### 9.0 Support for residents

The Public Sector Equality Duty (Equality Act 2010) means the council has to consider all individuals when carrying out their day-to-day work – in shaping policy and in delivering services.

It also requires that public bodies have due regard to the need to:

- eliminate discrimination
- advance equality of opportunity
- foster good relations between different people when carrying out their activities

Where it is necessary to decant a resident, we will consider the needs of each individual and household – having particular regard to their **protected characteristics** – and where required, a Support Plan will be agreed for the decant process. This will include details of any additional assistance that WHBC has agreed to provide

Offers of additional assistance (by way of example) may include a packing/unpacking service and other practical assistance such as contacting utility companies, temporary rehoming of pets, redirecting post, procurement of carpets and curtains on behalf of the tenant, a handyman service – to help with removal and fitting of shelves, curtain poles and other furniture; adaptations that are required to help improve mobility for disabled residents.

If a disabled or vulnerable tenant is unable to move to temporary decant accommodation because we have been unable to find accommodation that meets their ability or other needs, we will work with the tenant to assist them to vacate the rooms we need to work in while they remain in the property.

Where tenants with high care needs outside of what WHBC can provide and who require supported accommodation have to be decanted, the housing team will liaise with the commissioning body and the support provider to identify suitable alternative accommodation.

## **10. Resident Communications**

WHBC is committed to involving and keeping residents informed at all stages of the decant process. The relevant housing team will:

- inform residents once a firm decision has been made about the required works
- consult residents at the earliest opportunity about their housing options
- provide regular updates to keep residents informed and agree the frequency of updates with the resident
- where a programme of decants is planned we will provide residents with a named tenant liaison officer to act as their single point of contact as soon as it is identified that tenants will need to move. They will conduct individual household needs assessment, discuss rehousing options and agree the package of support.

We will visit tenants within 4 weeks of their permanent move or return to their permanent property to check how they are settling in and follow up on any outstanding issues. All tenants who have been through the planned decant process will be asked to complete a satisfaction survey which will be used to review and improve our practice if that shows to be necessary.

## **11. Complaints**

If any resident believes that they have not been treated in accordance with this policy, they may complain through WHBC's Complaints Procedure.

## **12. Glossary of Terms**

### **Adaptations**

Adaptations are changes to a home that make it accessible or suitable for a tenant with physical challenges or disabilities.

### **Housing Needs Register**

The Housing Needs Register (HNR) is a list of all applicants looking for affordable, rented accommodation in the Welwyn Hatfield borough.

### **Protected Characteristics**

There are nine characteristics protected under the Equality Act 2010. They are:

- age
- disability
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sex
- sexual orientation

### **Senior Officer Panel**

This is a group of senior officers from the housing service who meet every two weeks to discuss and make decisions on matters concerned with housing allocations. The Panel has powers to make decisions outside of the usual terms of the Allocations Policy, in cases where there are very exceptional circumstances.

### **Upper Tribunal (Lands Chamber)**

This Tribunal is responsible for handling applications for cases about:

- compensation for the effect on land affected by public works

### **General enquiries**

Upper Tribunal (Lands Chamber)  
5th floor, Rolls Building  
7 Rolls Buildings  
Fetter Lane  
London  
EC4A 1NL

Email [lands@hmcts.gsi.gov.uk](mailto:lands@hmcts.gsi.gov.uk)

Telephone 020 7612 9710

Fax 020 7612 9723

## APPENDIX 1

This table sets out the amounts payable in the circumstances set out under each of the relevant sections:

<b>Unplanned Emergency Temporary Decant</b>	
Alternative Accommodation Type	Amount (per day)
Staying with Friends and Family (for the first 4 weeks)	£50 per household
Staying with Friends and Family (after the first 4 weeks)	£25 per household
Permanent Decants – Disturbance Payments	
Provision of replacement goods	Amount Payable
Cooker replacement where change of supply at decant property	£300
Carpet Replacement	Up to maximum of £300 per room
Window Coverings Replacement	Up to maximum of £50 per window
Temporary Decants – Discretionary Disturbance Payments	
Provision of service type	Amount Payable
Laundry Costs	Up to maximum of £20 per week
Food costs where staying in a hotel or B&B with no cooking facilities	£20 per adult per day £10 per child per day