



Decant Policy

This Policy sets out Welwyn Hatfield Council (WHBC) approach should a tenant or leaseholder be required to vacate a property either temporarily or permanently.

Scope: It provides guidance on our obligations in these areas to ensure decants are managed efficiently and equitably, in accordance with relevant legislation, and with the least possible disturbance to affected customers.

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Statute: Land Compensation Act 1973
Planning and Compensation Act 1991
Housing Act 1985
Housing Act 1996
Town and Country Planning Act 1990
Human Rights Act 1998
Homelessness Act 2002
Homelessness Reduction Act 2017
Housing Act 2004
Housing and Regeneration Act 2008
Home Loss Payments (Prescribed Amounts) (England) Regulations 2019; these are revised annually.
General Data Protection Regulation 2016 and Data Protection Act 2018
Regulator of Social Housing
National Standards and Guidance Best Value Standards and Intervention
Regulator of Social Housing Safety and Quality Standard
Regulator of Social Housing Tenancy Standard
Regulator of Social Housing Transparency, Influence and Accountability Standard

Related Policies Aids & Adaptation Policy
Complaints policy
Repairs and maintenance Policy
Tenancy policy
Vulnerable person and reasonable adjustments policy

Equality, Diversity & Inclusion Strategy
Vulnerable Person & Reasonable Adjustment Policy
Data Protection Policy



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Introduction

This Policy details the approach Welwyn Hatfield Council (WHBC) takes should a tenant or leaseholder be required to vacate a property either temporarily or permanently. It provides guidance on our obligations in these areas to ensure decants are managed efficiently and equitably, in accordance with relevant legislation, and with the least possible disturbance to affected customers.

The Policy also covers **temporary decants** where tenants will need to temporarily decant from their properties because of necessary works. See Section 15. This policy does not apply to commercial or industrial property, whether the action is due to planned work or an emergency situation.

Leaseholders should refer to their lease and building insurance if a temporary decant is necessary. It will be for insurers to consider the need for alternative accommodation and offer advice and guidance under the relevant buildings insurance cover. WHBC will revert back to the terms of the Lease to clarify our obligations.

Where a **residential leaseholder** has, with the WHBC's consent, granted a sub-lease to a third party, the residential leaseholder will be responsible for the sub-lessee.

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

This policy does **not** cover general compensation claims and if a resident wishes to make a claim for compensation against WHBC they should refer to WHBC's compensation redress policy or WHBC insurance team.

1 Objective

- 1.1 This Policy recognises the considerable impact that moving home can have on people's lives; we aim to ensure that decants are carried out sensitively, recognising the significant impact a home move can have on people's lives. We aim to ensure that all decants are, wherever possible, achieved with the agreement of affected customers.
- 1.2 WHBC is committed to providing safe and satisfactory homes; all repairs are carried out in the most effective way that minimises the disruption to residents.

2 Scope

- 2.1 The Decant Policy apply to situations where it is necessary and unavoidable to move customers **temporarily** or **permanently** from their property in the following situations:
- 2.2 **Temporarily**
 Serious housing management issues
 Major repairs
- 2.3 **Permanently**
 Demolition
 Redevelopment
 Sale of the property
 Serious housing management issues
- 2.4 The type of accommodation considered will depend on the situation, i.e. whether it is planned or unplanned.

Table 1: Decant Options

Category	Decant Options			
	<i>Friends or family</i>	<i>Emergency temporary accommodation</i>	<i>Temporary (non-emergency)</i>	<i>Permanent</i>
Unplanned				
Planned				

2.6 A temporary decant is 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 as soon as possible.

2.7 A permanent decant is when a resident is moved out of their home and there is no intention to return them to it.

- In unplanned events 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, emergency 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 accommodations may be located outside the local area.

2.8 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

2.9 The daily rate for subsistence payments is set out in Appendix 1. No additional payments will be made except those in the decant policy.

2.10 Where subsistence payments do not cover a situation, for example, if the family or friends are not in the local area but within the neighbouring local authority, the Service Manager for Neighbourhoods will consider whether to reimburse for the additional travel costs. The maximum that will be paid will be based on the costs of public transportation or car mileage and will be paid upon the production of receipts.

2.11 WHBC must ensure that public funds are used effectively; in deciding, the Service Manager will consider whether the offer of temporary accommodation is more cost-effective.

2.12 The sum for subsistence is payable per night and is intended to cover food and drink while works are carried out to their rented home or alternative accommodation is secured. The payments are not meant to cover full costs, as some of these costs would still have to be met if the tenant lived at home.

2.13 If payments are made in arrears, WHBC will not pay any interest accrued.

2.14 The tenants can choose to stay with family or a friend for the duration of the work. While away from the property, the tenant retains rent and council tax responsibility. During a temporary decant, tenants will continue to pay rent, services charges and Council Tax to WHBC for their permanent home.

2.15 If the situation occurs outside 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.

3 Policy Statement

3.1 The Policy should be read in conjunction with:

- WHBC Repairs and Maintenance Policy
- WHBC Vulnerable Customer and reasonable adjustments Policy
- WHBC Complaints Policy
- WHBC Equality, Diversity and Inclusion Policy
- WHBC Tenancy Policy

4 Legislation & Regulatory Requirements Definitions

4.1 Disturbance and Home Loss

- 4.1.1 Compensation will be in accordance with the Land Compensation 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations) and the Planning and Compensation Act 1991 Act.

4.2 Regulatory

- 4.2.1 The regulatory standards apply to any **tenant or leaseholder** affected by a temporary or permanent decant.

- 4.2.2 **RSH Safety and Quality Standard** para 1.4 and 2.2 :- “Registered providers shall:

(a) must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.

(b) must identify and meet all legal requirements that relate to the health and safety of tenants in their homes and communal areas.

- 4.2.3 **RSH Transparency, Influence and Accountability Standard** 2.1 “Registered providers shall:

a) must ensure that communication with and information for tenants is clear, accessible, relevant, timely and appropriate to the diverse needs of tenants.

4.2.4 RSH Tenancy Standard

Registered providers shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

5 Delegated Authority

- 5.1 The service manager for the relevant service will authorise all decants.

- 5.1.1 Decant due to property – Service Manager for Property

- 5.1.2 Decant due to tenancy matters including anti-social behaviour – Service Manager for Neighbourhoods.

- 5.2 The on-call officer can authorise emergency decants required out of hours, OOH, for the first 24 hours or to the next working day.

6 Vulnerable Customers – Support during Rehousing

- 6.1 In all situations where a vulnerable customer is required to vacate their property, WHBC will support them as appropriate. We will work within the definitions of our Vulnerable Person & Reasonable Adjustment Policy. In all cases, we will collaborate with appropriate external support agencies to ensure tailored support is given to our customers during the decant period. The nature of the support provided will vary depending on whether the customer is a tenant or leaseholder. This may include agreeing on a schedule of visits to ensure continued support.
- 6.2 During a permanent decant, a member of staff from the Neighbourhood Services Team will be assigned as the central point of contact. This person will address any queries from affected customers requiring cross-departmental responses and solutions and assist with any challenges arising from the move.
- 6.3 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
- 6.4 Offers of additional assistance or sign-posting (by way of example) may include a packing/unpacking service and other practical assistance such as contacting utility companies, redirecting post, procuring carpets and curtains on behalf of the tenant, a handyman service to help with removal and fitting of shelves, curtain poles, and other furniture, and adaptations that are required to help improve mobility for disabled residents.
- 6.5 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 in vacating the rooms we need to work in while they remain in the property.
- 6.6 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.

7 Pets

- 7.1 Residents will be responsible for making arrangements for rehousing their pets during the decant period. We are unable to arrange this for tenants.

8 Customer Feedback

- 8.1 We welcome all feedback. Where a **customer** provides feedback (positive or negative) about a permanent or temporary decant, this will be handled by the single point of contact and if appropriate it will follow our complaints policy.
- 8.2 Once the tenant moves back home or to their permanent address, a member of the Neighbourhoods Team will either visit or call the tenant to make sure there are no further concerns.

9 Related Policies

- 9.1 Aids & Adaptation Policy

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- 9.2 Complaints policy and procedure
 - 9.3 Repairs Policy
 - 9.4 Tenancy policy
 - 9.5 Vulnerable person and reasonable adjustments policy

10 Review of Decisions

- 10.1 If any resident believes that they have not been treated in accordance with this policy, they should in the first instance raise their concerns with the single point of contact from the Neighbourhoods team. However, if appropriate their concerns may be logged through WHBC's complaints procedure.
- 10.2 **If a complaint is raised, WHBC will provide a response in writing, and there is an option to escalate through our 2-stage complaints procedure**
- 10.3 **If the resident remains unhappy with our final response or is struggling to get a response, they can contact the Housing Ombudsman.**

11 Monitoring

- 11.1 We are committed to operating a successful decant service where required and as set out in this policy.
- 11.2 All allowance amounts payable (see Appendix 1) will be reviewed annually.

12 Resident Communications

- 12.1 WHBC is committed to involving and keeping residents informed at all stages of the decant process. The relevant housing team will:
 - 12.1.1 Inform residents once a firm decision has been made about the required works.
 - 12.1.2 Consult residents at the earliest opportunity about their housing options.
 - 12.1.3 Provide regular updates to keep residents informed and agree the frequency of updates with the resident.
 - 12.1.4 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.
- 12.2 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 necessary.

13 Governance

- 1.1 The department has operational performance indicators in place and an operational procedure.
- 1.2 Performance will be reviewed annually by the Assistant Director.

Temporary Decant

15 Temporary Decant for Tenants

- 15.1 WHBC will offer a temporary decant to **tenants** who cannot safely remain in their property. Any **tenants** required to move out of their home on a temporary basis will retain their tenancy rights to the property.
- 15.2 A temporary decant will be considered in the following cases:
- 15.2.1 Serious Housing Management Issues by the Neighbourhoods Services Manager.
- 15.2.2 Major Repairs by the Repairs Services Manager.
- 15.3 Where a **tenant** is required to decant temporarily (i.e., it is intended for the tenant to return to the property at the end of the work(s)), we will be as flexible as possible in our approach to each individual case.
- 15.4 We will consider setting up temporary services like toilets or bathrooms to prevent a decant, where it is possible and cost-effective
- 15.5 When the need for a temporary decant arises, the first option to be explored is the extent to which the household could stay with friends or family.
- 15.6 During the decant period, the household would receive financial assistance as described at Appendix 1.
- 15.7 If this option is not possible or has been exhausted, we will then consider the following other options, where they are available:
- 15.7.1 Staying in a local bed & breakfast or hotel;
- 15.7.2 Staying in a WHBC Independent Living guest rooms
- 15.7.3 Staying in a vacant WHBC property
- 15.8 These options will be considered in light of the particular household circumstances, including, but not limited to, the size of the household, preferred location(s), predicted length of stay, personal circumstances, and support requirements. WHBC expects tenants to work collaboratively with us on a potential temporary move.
- 15.9 WHBC cannot accommodate pets (unless a recognised assisted dog) during a temporary decant; tenants may be able to make temporary arrangements for pets under their own home contents insurance cover.
- 15.10 In the first instance, we would encourage **tenants** and their household occupants to source their own temporary accommodation e.g. with friends or family
- 15.11 For **tenants**, we will endeavour to offer alternative accommodation on a like-for-like basis where possible. Therefore, it may be necessary for WHBC to offer temporary accommodation which is smaller or different than the decanted property.
- 15.12 Where emergency works may take longer than originally anticipated, we should look to provide the most suitable accommodation, which may mean moving affected tenants from hotels or B&Bs.

15.13 During temporary decants, **tenants** will continue to pay rent, services charges, and Council Tax to WHBC for their permanent home.

15.14 WHBC will only make one offer of suitable alternative accommodation to **tenants**, after which we would need to consider formal options to facilitate a move. Tenants will then sign a Decant Acceptance Form to agree to the accommodation and time of the decant.

16 Decant Criteria

16.1 When deciding whether decanting will be required, officers will consider the following:

- Does the tenant prefer to remain in the property, if works required pose no health and safety risk?
- Has the property been assessed against the Housing Health and Safety Rating System (HHSRS) as to whether the risks identified can be reduced to as low as reasonably practicable?
- Will the property be uninhabitable whilst the work is being carried out?
- Is the tenant vulnerable or do they have a mobility issue that would make it difficult or impossible for them to remain in their home whilst the work is being carried out?
- Can temporary facilities be installed onsite?
- Can they stay at friends or family's home?

16.2 A property will be considered uninhabitable if a category 1 hazard is identified, except for those classified as Psychological Requirements, which will be considered on a case-by-case basis or a breach of the Fitness for Human Habitation Act 2019.

16.3 A property will also be considered uninhabitable if any one or more of the following is present (this is not an exhaustive list):

- Major internal disruption, i.e. a collapsed ceiling
- The electrics are in an unsafe condition.
- A significant damp or mould problem likely to cause an immediate health risk to the tenants.
- Asbestos that would cause a direct and immediate health and safety risk.
- Any significant subsidence, significant structural movement or structural instability (as demonstrated by a structural engineer's report).
- A major health and safety issue(s) or environmental factor(s) that would cause a direct and immediate risk to the tenants.

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

17 Tenant decants without the landlord's consent

- 17.1 If a tenant decides to leave their home temporarily, they should follow their tenancy agreement and inform their landlord in writing, setting out the permanent address, their temporary address, the reason for leaving their home and the date they left the property.
- 17.2 The landlord will arrange an inspection of the property, and the tenant must allow the landlord access to inspect the property once the landlord has given reasonable notice.
- 17.3 If access is not granted, the landlord will follow the no-access procedure. The landlord also reserves the right to investigate abandoned properties.
- 17.4 If the inspection confirms that a decant is required, the property **does not** meet all applicable statutory requirements for the health and safety of the occupants in their home, the case will be referred to the Decant Team.
- 17.5 If the WHBC officer determines that the property is habitable, i.e. property **does** meet all applicable statutory requirements that provide for the health and safety of the occupants in their home, or that the works can be carried out with the occupants in situ and that a decant is not required, the Neighbourhood Office will write the tenant at both addresses and support the tenant to return to the property.

18 Unplanned Temporary Decants (non-emergency)

- 18.1 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.
- 18.2 For these decants, the following principles apply:
- 18.2.1 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 2.8 above.
- 18.2.2 The move only lasts as long as it takes to complete the repair works;
- 18.2.3 The tenant remains a tenant of their original home at all times; and
- 18.2.4 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.

19 Unplanned Permanent Decants

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

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- 19.2 A permanent decant will also be considered where the work is expected to take more than six months and the tenant would prefer to move permanently.
- 19.3 The tenant will be offered a like-for-like property and made **two direct offers**.
- 19.4 If the tenant is on the Local Housing Waiting List, the status will be suspended so that a direct offer can be made. **Please see the Exceptional Circumstances Policy**.
- 19.5 If the household's needs change when the tenant is decanted, then the transfer policy will be followed; that is, their needs will be assessed based on their current accommodation, as if they were not decanted. The aim is not to disadvantage the tenant but to allow them to bid for the alternative property based on the assessed priority.

20 Planned Temporary Decants

- 20.1 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:
- 20.1.1 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 2.5.
- 20.1.2 The move only lasts as long as it takes to complete the repair or improvement works.
- 20.1.3 The tenant remains a tenant of their original home at all times.
- 20.1.4 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.
- 20.1.5 The tenant will usually only be offered **one offer** of suitable temporary accommodation.
- 20.2 If the tenant wishes to remain permanently in the temporary decant accommodation, at its discretion, WHBC, Exceptional Circumstances Panel, has the authority to approve such a request. They will take into account 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.

21 Tenancy Status when Temporarily Decanted

- 21.1 The tenant will be required to sign a Licence Agreement and will continue to pay rent on their original tenancy.
- 21.2 If it is felt that the tenant should be permanently decanted and remain in the temporary property, a recommendation will be made via the Exceptional Circumstances Panel. Should the request be approved, a new tenancy will be created, and the tenant will take on the tenancy conditions of that property, including any changes to rent.

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- 21.3 A tenant is moved to alternative permanent accommodation on the same or equivalent tenancy terms as their current property. It will be a direct offer of comparable accommodation.
- 21.4 Where approval has been given to offer a permanent alternative accommodation, and the tenant is on the council Waiting list, the waiting list will be suspended to allow the new tenancy to be signed. For clarity, the bidding will be reinstated once the permanent decant is finalised.

22 Removal and Storage of Personal Items

- 22.1 WHBC will arrange for the removal of the tenant's possessions before the works to their original property begin. Depending on the nature of the decant, the tenant's possessions will either be placed into storage or moved to the temporary property. Any remaining possessions will be stored in a suitable part of the original property to allow access for the contractor.
- 22.2 Where the tenant is temporarily decanted, WHBC will arrange for their possessions to be returned from storage and/or moved to their original property upon completion of the repair work.
- 22.3 Tenants will be encouraged to remove and store any expensive items themselves. Alternatively, they will be advised that expensive items are left in WHBC-authorized storage facilities or on the property **at their own risk**.
- 22.4 The tenant will sign an inventory of all possessions left in the property or taken into storage. Photographs will be taken to record the condition of the items.

23 Discretionary Disturbance Payments (Temporary Decants)

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 Examples of costs that **may** be covered where a tenant is temporarily decanted include:
- 23.4.1 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.
- 23.4.2 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 and a receipt is provided. (Appendix 1)
- 23.4.3 Telephone, Satellite/Cable TV and internet connections – we may cover the cost of monthly subscriptions where the decant lasts longer than 1 month.
- 23.4.4 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).
- 23.4.5 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.

23.4.6 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.

Costs will be reimbursed once the tenant has provided an invoice or bill and the above conditions are met.

23.4.7 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 impossible, WHBC may provide replacement floor coverings.

23.4.8 Curtains or blinds – where necessary, we may consider providing curtains or blinds in bedrooms or sitting rooms if the tenant cannot make use of their own.

23.4.9 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.

24 Temporary decant of leaseholders

24.1 The Council will consult with leaseholders about any major works. If a need to move leaseholders is identified as part of the major works, we will start consultations as soon as possible.

24.2 WHBC does not have any responsibility to decant non-tenants. If the non-tenants are tenants of a Council leaseholder, then the discussion will be directly with the leaseholder.

24.3 We will only provide suitable alternative accommodation where there is an expressed obligation under the terms of the lease.

24.4 Where we are not obligated to provide alternative accommodation and offer temporary accommodation to facilitate the progress of essential works, we will charge the resident rent under a temporary tenancy and all other expenses, including an administration fee in line with their lease.

Permanent Decant

25 Planned Permanent Decants

- 25.1 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:
- 25.1.1 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.
- 25.1.2 Where a new development is planned, residents will not automatically have the right to move to the new properties once they are built.
- 25.1.3 Where WHBC have already started possession proceedings against a tenant prior to the decant.
- 25.1.4 We will continue with the legal action to end the tenancy.
- 25.1.5 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.
- 25.1.6 WHBC will provide a package of support tailored to meet each household's needs.
- 25.1.7 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.
- 25.1.8 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).

26 Suitable Alternative Accommodation

- 26.1 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.
- 26.2 Where the tenant is currently under occupying, they will normally be offered a smaller property that meets their current needs. However, the Exceptional Circumstances Panel will consider cases where a transfer would be quicker than a decant. This would be unusual as a permanent decant will be directly offered alternative accommodation.
- 26.3 Where larger accommodation is needed, the tenants will be signed post to apply for a transfer.

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- 26.4 Wherever possible, we will offer like for like, in that we will try not to move tenants from a house to a flat or from a flat to a 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 tenant's existing property. However, it will meet tenants' and households' mobility and access needs.
- 26.5 We will consider the tenant's stated preferences in terms of location and proximity to relatives or schools, but the property will be deemed suitable if it is of the appropriate size and WHBC considers it a reasonable travel distance to the tenant and partner's place of work.
- 26.6 Where the tenant has adult children permanently living with them who have expressed a wish to live independently and are unable to find a large enough property, separate alternative accommodation may be offered to the adult child or children by agreement.
- 26.7 **If the tenant refuses two 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.**
- 26.8 **WHBC reserves the right to make two direct offers of suitable accommodation if the tenant is not bidding for appropriate accommodation and the said accommodation is available.**
- 26.9 **WHBC will provide carpet, white goods and blinds, where the items cannot be removed from the tenants' permanent home. It will be up to WHBC to decide whether to gift the items if the tenancy is permanently moved to the temporary decant address.**
- 26.10 This policy cannot cover all circumstances, and WHBC will exercise its discretion in making any further offers of accommodation or assistance where exceptional circumstances warrant it.

27 Rent and Rent Arrears

- 27.1 For permanent decants the tenant will continue to pay rent until their tenancy ends at their permanent home.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.

28 Leaseholders and suitable permanent alternative accommodation

- 28.1 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.

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- 28.2 Where we have a statutory duty to, we will compensate leaseholders for the loss of their home.
- 28.3 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 subtenant must have been living in the property at the date of displacement (and for Home Loss, for the previous 12 months). See section 30.

29 Tenant Compensation and Home Loss Payments

- 29.1 WHBC will meet reasonable costs (agreed by the appropriate Assistant Director) that tenants incur as a direct consequence of being required to permanently move home. See section 28.3 for payments to leaseholders.
- 29.2 We will not make any payments to lodgers or licensees as WHBC has no legal duties in this respect.
- 29.3 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.
- 29.4 To qualify for the Home Loss Payment, they must:
- 29.4.1 Be the tenant (but see below regarding spouses and civil partners);
- 29.5 Have occupied the property as their sole or primary 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
- 29.5.1 Be moving as a result of the proposed works.
- 29.6 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.
- 29.7 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.
- 29.8 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.
- 29.9 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 for joint and sole tenancies. Payments are made to the tenancy holder, not to the occupants who form part of the household.
- 29.10 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.

- 29.11 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.
- 29.12 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.
- 29.13 If tenants are evicted prior to being decanted, they will not receive a Home Loss Payment.
- 29.14 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.

30 Determining the value of a Home Loss

- 30.1 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 the 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.
- 30.2 Upper Tribunal (Lands Chamber) - This Tribunal is responsible for handling applications for cases about compensation for the effect on land affected by public works.
- 30.3 WHBC or the resident has the right to apply to the Upper Tribunal (Lands Chamber) in the event of disagreement about the value.

31 Determining the value of Disturbance Payments

- 31.1 WHBC will pay all reasonable expenses that the leaseholder 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 23 above, but each payment will depend on the particular circumstances.
- 31.2 If we decide to make a discretionary disturbance payment, we will pay reasonable costs up to the values set out in this policy. The amount of the discretionary disturbance payment cannot be varied from the amount that would have been payable if the resident had legal entitlement.

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.

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

Email: lands@justice.gov.uk

Telephone: 020 7612 9710

Fax: 020 7612 9723

31.3 WHBC will not normally pay Disruption Payments to owners or subtenants 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.

32 Appendix 1: Subsistence Payments

- 32.1 Subsistence payments are not intended to cover full costs, as these costs would still have to be met if the tenant lived at home.
- 32.2 Where tenants must move out due to damage or neglect, they are usually not entitled to subsistence payment.
- 32.3 WHBC will make payments directly to the hotel or B&B at regular intervals throughout the stay for the cost of the accommodation.
- 32.4 Subsistence payments will be made directly into the tenant's bank account.
- 32.5 All subsistence payments cease when the tenant is due to return to their home address.
- 32.6 Subsistence payments are not paid if the tenant has access to kitchen facilities to store and prepare their own food.

33 Impact Assessment

- 33.1 An impact assessment on our Decant Policy has been conducted by officers.

34 Review

- 34.1 This policy will be reviewed every three years, with interim revisions to be made on an exceptional basis considering any legislative or regulatory changes, or in line with best practice.

35 Getting in touch with us

Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts, AL8 6AE
Telephone: 01707 357 000
Email: neighbourhoods:welhat.gov.uk

Website: www.welhat.gov.uk

Our opening hours are: 8.45am to 5.15pm Monday to Thursday, 8.45am to 4.45pm
Friday

Appendix A – Subsistence Payments

36 Subsistence Payments

Where a tenant and their household stays at Hotel/B&B. In that case, they will be entitled to the following subsistence payment if no cooking facilities or food has not already been included in the cost of the accommodation:	£15 per adult per night and £7.50 per child per night as a contribution towards the cost of food and drink (up to a maximum payment of £60 per day). (nb This is not intended to cover full costs, as these costs would still have to be met if the tenant was living at home).
If a tenant and their household stays with friends or family for the first four weeks After 4 weeks	Single person £25/day £50 a day for families (two or more persons) After 4 weeks: £15/day single person £25 a day for families (two or more persons).
Laundry	Up to a maximum of £20 per week on the production of receipts .

Appendix B – Definitions

37 Definitions

- 37.1 **Adaptations** - Adaptations are changes to a home that make it accessible or suitable for a tenant with physical challenges or disabilities.
- 37.2 **Compulsory Purchase Order (CPO)**: a legal remedy enabling Local Authorities to obtain land or property without the consent of the owners in certain circumstances.
- 37.3 **Decanting**: a legal term used to describe the **necessity** of moving occupiers from their homes temporarily or permanently where one of the circumstances in section 3.2.1 arises.
- 37.4 **Defect Liability Period**: the prescribed period (usually 12 months from practical completion, but can vary in some cases) under a Developer's construction contract with the Group after practical completion under which they agree to remedy any defects in the construction work they have performed and before the development can be handed back to the Group. These can include design deficiencies, material deficiencies, specification problems or workmanship deficiencies.
- 37.5 **Housing Needs Register**: The Housing Needs Register (HNR) is a list of all applicants looking for affordable, rented accommodation in the Welwyn Hatfield borough.
- 37.6 **Permanent decant**: a situation where it is envisaged that a customer cannot return to their property as a result of works or repairs to the property or redevelopment. A customer will not be regarded as permanently displaced if there is an intention to return them to their original home after the work. Similarly, there will not be a permanent decant situation where the customer, for reasons of personal preference, chooses to stay in the decanting accommodation or other accommodation after the work(s); in this situation, WHBC may choose to acquire the home under a CPO.
- 37.7 **Temporary decant**: a situation where customers vacate their property and are expected to return to their property once necessary works are complete, or it is safe to inhabit the home again.
- 37.8 **Emergency**: This refers to an emergency, such as a flood or fire, in which a tenant cannot immediately return to their property.
- 37.9 **Major Repairs** may include but are not limited to the following:-
Major damp proofing;
Emergency structural issues;
Serious flooding or fire, which makes the majority of living spaces unusable.