



Uttlesford District Council

Housing Services

Decant and Downsizing Policy

Revised February 2020

1. INTRODUCTION

- 1.1 The purpose of this policy is to explain what Uttlesford District Council (UDC) will do when it becomes necessary to re-house a tenant to allow major repairs to be undertaken when these cannot reasonably be done with the tenant in residence. This policy will also be followed in cases where a property is to be demolished or disposed of. We refer to this process as a 'decant'. The policy explains the level of compensation that will be paid to tenants when they are decanted.
- 1.2 The policy also details the payments that will be made to tenants who decide to downsize from a property that is larger than their needs to one of a more suitable size as defined in the Council's Allocation Policy.

2. POLICY STATEMENT

- 2.1 UDC is obliged under the terms of the tenancy agreement to keep in good repair the structure and outside of tenanted properties including communal areas.
- 2.2 Where possible, UDC will carry out improvement works and major repairs whilst the tenant remains in their home. However, there will be certain situations (such as when the health and safety of the tenant would be at risk or there are extensive works) when works cannot be carried out with the tenant in the property. Where this is the situation UDC will arrange to move the resident. This will either be on a temporary or permanent basis and the tenant will be given this option.
- 2.3 The policy is also flexible enough to allow discretion to be used in the best interest of the tenant in all situations.

3. ESTABLISHING THAT A DECANT IS NECESSARY

- 3.1 UDC's surveyor or other appropriate technical officer will make a full report on the defects in the property and advise the Landlord Services Department if it is recommended that the tenant should be temporarily or permanently re-housed. The report will include the expected timescale for completion of the works.
- 3.2 When considering a decant the following needs to have occurred:
 - Loss of primary amenity – electricity, gas, water, WC where no 24 hours alternative can be utilised (neighbour, family) etc.
 - Works involve use of hazardous substances or controlled by Control of Substances Hazardous to Health regulations (COSHH) (e.g. two or more rooms are affected)
 - Loss of significant proportion of habitable space for more than one week and works cannot be sequenced to prevent this.

- 3.3 In the event of a tenant being vulnerable or where UDC is provided with medical advice which suggests works could have a detrimental effect on the well-being of a tenant, the surveyor should take this into account when making the recommendations.

4. STARTING THE DECANT PROCEDURE

- 4.1 As soon as a decision is taken to decant a tenant, the housing officer will visit the tenant as soon as reasonably practical to explain the nature of the remedial works.
- 4.2 The officer will go through the Decant Policy with the tenant to ensure they are aware of what to expect in terms of accommodation and assistance.
- 4.3 The officer will allow plenty of time for this discussion as we realise that it is a stressful time when a tenant is required to move out of their home.
- 4.4 The tenant will be given a copy of the technical officer's report and it will be agreed how often the Housing Officer will be in contact with the tenant or their representative, (this is expected to be on a weekly basis). At this time, the tenant will be asked if they feel their re-housing should be on a permanent or temporary basis.
- 4.5 If a home loss payment is to be made, any rent arrears or other Council debts will be deducted from the payment.
- 4.6 In some circumstances it may not be possible to agree to permanent re-housing if it is likely to take a considerable length of time to find a like for like property. If this contributes to the deterioration of the property or there is a health and safety risk, UDC would have to pursue temporary re-housing with the tenant to ensure the move takes place more quickly.

5. COMPENSATION PAYMENTS

5.1 Home Loss Payments

5.1.1 These will be paid in line with the Planning & Compensation Act, the Land Compensation Act 1973 and Home Loss Payments (Prescribed Amounts) (England) Regulations 2008. In accordance with the Planning and Compensation Act 1991, home loss payments will only be made when:

- The tenant has been living in the property for one year before they have to be decanted.
- The tenant has been living in the property as their main or only residence.

- The tenant is being required to move as a consequence of **improvement** or **redevelopment** (repairs, even if major, **do not** justify payment)
- The tenant may also be entitled to a disturbance allowance (see paragraph 5.2)

5.1.2 Any outstanding rent arrears will be deducted from the Home Loss Payment and credited to the tenant's rent account or other debts owed to the Council.

5.2 Disturbance Allowance

5.2.1 A disturbance allowance, of a lump sum payment of £1500, will be paid to cover expenses that occur as a direct consequence of a tenant being decanted on a temporary basis. The type of expenses that will be covered by this payment are:

- Removal expenses
- Disconnection and re-connection of gas or electric cooker
- Disconnection and re-connection of washing machine/dish washer
- Disconnection and re-connection of satellite dish and/or TV aerial
- Re-direction of mail. In the case of a permanent decant re-direction of mail will be paid for the first three months
- Disconnection and re-connection of telephone lines
- Disconnection and re-connection of light fittings

5.2.2 This payment will be in advance to the tenant.

5.3 Vulnerable tenants

5.3.1 We will make all re-housing arrangements for vulnerable tenants (with their agreement). The lump sum payment will not apply.

5.4 Any outstanding rent arrears will be deducted from the disturbance allowance up to a maximum of £500

6. CARPETS AND CURTAINS

- 6.1 If it is reasonable to assume that the carpets in the existing property will be damaged during the works in any room, they will be lifted and stored by a nominated contractor. Following completion of the works a contractor nominated by UDC will arrange to re-lay them. *Liability for damage to the carpets will remain with the contractor.*
- 6.2 UDC will nominate a contractor to remove all curtains that it is reasonable to expect will be affected by the works and make arrangements for storage.
- 6.3 The liability for damage during storage in respect of the curtains and carpets will rest with the nominated contractor's insurers.

7. GARDENS

- 7.1 UDC will cultivate the garden of the decanted property to a reasonable standard if it becomes overgrown during the period it is empty. This will be done before the tenant moves back in.

8. RENT ARREARS

- 8.1 Unless the decant is needed for health and safety reasons or a prolonged delay might result in a deterioration to the condition of the property, the tenant will be expected to clear any rent arrears on their rent account prior to being decanted.
- 8.2 In the case of decanting tenants If there are rent arrears and the decant cannot be delayed for health and safety reasons, an arrangement will be made for the tenant to repay the arrears as part of the temporary accommodation rent. If there is already a repayment arrangement in place, this will continue at the temporary accommodation.

9. MAKING THE PAYMENTS

- 9.1 Home Loss and disturbance payments will usually be made by cheque.
- 9.2 There will only be one payment (Home Loss and disturbance) per household, including split households.
- 9.3 Payments will only be paid to the tenant/s who have signed the tenancy agreement.

10. SERVICE ADJUSTMENTS

10.1 We will check the information we have on tenants at the outset of the decant process to ensure that the appropriate level of communication is followed. For example, older tenants may want us to deal directly with a family member on this matter. UDC staff will communicate with a tenant in the way the tenant has asked us to do so.

10.2 We recognise that certain groups of tenants are likely to need extra support and reassurance. This includes:

- The elderly
- Lone parents
- Non-English speaking households
- Tenants with mental health problems
- Tenants with a physical disability
- Tenants with a learning disability

10.3 We will also take into account the extent of the tenant's vulnerability or other exceptional circumstances when we plan the decant process with the tenant. Our aim is to be entirely flexible in managing this process and ensuring all of the tenant's needs are met.

11. OFFER OF ACCOMMODATION

11.1 The offer of temporary accommodation will be on the basis of the housing need of the tenant and his/her family. For example, if a tenant is currently living in a three bedroom property but only needs two bedrooms then a two bedroom property will be offered.

11.2 One direct offer of accommodation will usually be made by the Council in consultation with the tenant. Specific consideration will be given to:

11.3 The accommodation must be available as a separate dwelling under a secure tenancy. Alternatively, the security of tenure will remain at the existing property for short-term works (up to 28 days) and a Temporary Re-housing Agreement will be signed. We will also take into account:

- The size of the accommodation and the means of the family
- The distance of the accommodation from the place of work or education
- The distance from the home of any member of the tenant's family if proximity is a consideration to the wellbeing of the tenant or their family.

11.4 Where a tenant is to be permanently decanted they will be able to 'bid' for properties on a like for like basis through the Choice Based Lettings Scheme.

12. EXISTING CHOICE BASED LETTINGS APPLICATION

12.1 If the tenant is registered on the Choice Based Lettings (CBL) list their application will not be affected by the need to be temporarily re-housed.

13. REFUSAL OF OFFER OF ACCOMMODATION

13.1 Where a resident refuses to move or has refused the offer of other suitable alternative accommodation, UDC has the legal right to gain possession of the property for decanting purposes. The Assistant Director of Housing and Environmental Services will decide whether or not the offer of alternative accommodation was reasonable and everything will be done to try and re-house the tenant without the need for legal action.

13.2 For Secure and Introductory Tenancies, the two grounds for possession relevant to major works are Grounds 10 and 10A of Schedule 2 of the Housing Act 1985.

13.3 Ground 10:

13.3.1 "The Landlord intends, within a reasonable time of obtaining possession of the dwelling house:

- a) to demolish or reconstruct the building or part of the building comprising the dwelling-house, or*
- b) to carry out work on that building or on land let together with, and thus treated as part of, the dwelling-house, and cannot reasonably do so without obtaining possession of the dwelling-house."*

13.4 Ground 10A

13.4.1 "The dwelling-house is in an area which is the subject of a redevelopment scheme approved by the Secretary of State or the Housing Corporation in accordance with Part V of this schedule and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling-house in accordance with the scheme" or "Part of the dwelling-house is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme and for that purpose reasonably requires possession of that dwelling-house."

13.4.2 It should be noted that when these grounds are used to obtain possession of the dwelling for decanting purposes, the court will not

make an order unless it is satisfied that **suitable alternative accommodation** has been offered or is available.

- 13.4.3 Secure tenants that are decanted into other accommodation on a temporary basis will assume and sign a secure tenancy for their temporary home. A secure tenancy will be used because the decanting resident's principal home will be the temporary home occupied while the works are carried out. The tenant will also sign a separate undertaking stating that they will return to their original home once works are completed and they understand if they do not do so that UDC will take legal action to repossess the temporary accommodation.
- 13.4.4 When UDC make the original home available on completion of the work, if the resident at that time wish to remain in the alternative accommodation and this of a suitable size this may be agreed. If, however, the tenant refuses to return to the original property and refuses to stay permanently in the temporary home, UDC will take legal action to address this.
- 13.4.5 In this regard, Ground 8 of Schedule 2 of the 1985 Housing Act will be used:

13.5 Ground 8

- 13.5.1 *"The Dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he occupied as his only or principle home and –*
- a) *The tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home,*
 - b) *The tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the work, the other dwelling-house was again available for occupation by him under a secure tenancy and*
 - c) *The works have been completed and the other dwelling-house is so available.*

14. RENT PAYMENTS FOR THE TEMPORARY ACCOMMODATION

14.1 The tenant will need to pay the rent for the temporary accommodation. The rent on their main home will be suspended. If the tenant receives Housing Benefit, this will be paid at the temporary address.

14.2 If the alternative accommodation is of a higher rent UDC will credit the difference to the temporary accommodation's rent account once the main home is ready for occupation.

15. SECURITY OF TENURE

15.1 If the tenant is a secure tenant or a fixed term tenant, whilst they are in occupation of temporary accommodation he/she will continue to be a secure tenant or a fixed term tenant of their original home.

16. RIGHT TO BUY

16.1 The decanted tenant will continue to be the secure tenant of the property and will be able to exercise their right to buy.

17. COUNCIL TAX

17.1 If the Council Tax is of a higher banding at the temporary accommodation and the tenant is not in receipt of housing benefit, UDC will pay the difference at the end of the decant period.

18. DOWNSIZING INCENTIVES FOR UNDER-OCCUPYING UDC TENANTS OF GENERAL NEEDS PROPERTIES

18.1 Where a UDC tenant of a general needs property is occupying a property that is larger than their needs and they agree to transfer to a smaller more suitably sized property, they will receive support to assist them with finding an alternative property and will be eligible for a downsizing grant.

18.2 UDC Tenants of a general needs property wishing to downsize (move to accommodation with fewer bedrooms than their current property) will be placed on the housing register and will normally be assessed as Band A. They will be able to 'bid' on all suitable properties advertised through the HomeOption Choice Based Lettings Scheme.

18.3 UDC Tenants in general needs housing downsizing to UDC or RSL elderly person's accommodation with fewer bedrooms (Bungalows, flats designated for the elderly, sheltered housing) in Uttlesford.

- £2500 cash payment, paid once move is complete

or

- Goods and services plus cash payment up to a maximum total value of £2500. Goods and services provided are:-
 - Removals
 - Disconnection and reconnection of cooker and washing machine
 - Carpets

18.4 UDC Tenants in general needs housing downsizing (moving to a property with fewer bedrooms than their current property) to a UDC or RSL general needs property within Uttlesford.

- £2000 cash payment, paid once move is complete

or

- Goods and services plus cash payment up to a maximum total value of £2000. Goods and services provided are:-
 - Removals
 - Disconnection and reconnection of cooker and washing machine
 - Carpets

18.5 Rent arrears or the cost of repairing tenant's damage to UDC property will be deducted from downsizing payments.

18.6 Tenants will be eligible to be paid only **one** downsizing grant from Uttlesford District Council. In very exceptional circumstances a second payment may be made, this will be at the discretion of the Assistant Director of Housing and Environmental Health.

18.7 Downsizing grants are not payable where a tenant does a mutual exchange.

18.8 Downsizing grants are not payable to under-occupying family member successors as the council can apply for possession of the property. Spouse, partners (including same sex partners) and those in civil partnerships are not family successors and therefore qualify for a downsizing grant upon moving to a smaller property.

19. REVIEW OF THIS POLICY

19.1 This policy will be reviewed every 3 years or upon a major change to legislation.

20. PUBLICITY

20.1 A copy of this policy will be available on request, placed on our website and issued to all tenants who need to be decanted.

21. STAFF TRAINING

21.1 All relevant technical officers and housing officers will be trained on this policy and the need to be supportive, reassuring and flexible towards the tenant will be emphasised.

22. CUSTOMER SATISFACTION

22.1 We will measure the satisfaction of tenants that have been decanted or who have chosen to downsize to ensure that improvements can be made to the way we manage the processes.

22.2 For tenants' who have been decanted satisfaction will be measured at the start of the decant process (after the housing officer's visit) and once the works have been completed.

22.3 For tenants who have downsized satisfaction will be measured at the time of the new tenancy visit or via a satisfaction form if they have not moved to another UDC property.

22.4 Satisfaction levels will be reported to members and the Tenants Forum.

22.5 If a tenant disputes any decision or feels they have not received a good standard of service, they should make a formal complaint and this will be investigated.

23. EQUAL OPPORTUNITIES

23.1 The Decant and Downsizing Policy will be operated strictly in accordance with Council policy irrespective of an applicant's ethnic origin, race, nationality, colour, religion, gender, sexual orientation, marital status, age or disability.