

Decant Policy



Document Control

Responsible Person	Operations Director			
Review Frequency	5 Yearly			
Reviewed by	Board			
Date Approved	May 2021			
Next Review Due	May 2026			
Consultation Required	Yes	✓	No	
Equalities Impact Assessment	Yes	✓	No	
Added to Company Website	Yes	✓	No	
Associated Documents Considered	Yes	✓	No	

1. Scope of Policy

- 1.1. In the context of this policy to decant means to move a person temporarily or permanently from their current house to another house. This policy sets out how Waverley Housing deals with tenants who are decanted from their homes.
- 1.2. Tenants may be decanted temporarily to allow major repair or improvement work to be carried out. This work may be part of a planned maintenance programme or as a result of a disaster such as fire or flood. In these situations tenants will be able to return to their original home after the work has been completed.
- 1.3. However, there may be occasions where Waverley Housing needs to move tenants on a permanent basis and this policy also applies to those situations. Tenants who have to move permanently may have a right to compensation for the loss of their home under the Land Compensation (Scotland) Act 1973. This situation is covered separately in Waverley Housing's Home Loss and Disturbance Payment Policy.

2. Objectives of Policy

- 2.1. The objectives of this Policy are to provide detailed information to staff, tenants and other interested parties in how the Company will manage situations where Waverley Housing tenants have to be decanted temporarily or permanently from their current homes.

3. Implementation of Policy

- 3.1. Tenants who are decanted from their homes may be eligible for a statutory Disturbance Payment under the Land Compensation (Scotland) Act 1973. In order to qualify for this payment, the move must be permanent; and it must in consequence of one of the following events:
 - a) Compulsory acquisition of the property by a body with compulsory purchase powers; or
 - b) Demolition, improvement or closing order under the Housing (Scotland) Act 1987; or
 - c) The development of land acquired by an authority with compulsory purchase powers; or
 - d) Improvement or redevelopment by a Registered Social Landlord; or
 - e) Demolition of a dangerous building.
- 3.2. There is no maximum or minimum amount for a statutory Disturbance Payment. The Land Compensation (Scotland) Act 1973 says 'the amount of disturbance payment shall be equal to the reasonable expenses of the person entitled to the payment in removing them from the land from which he is displaced'.
- 3.3. In the majority of cases Waverley tenants who are decanted will not be eligible for a statutory Disturbance Payment and under such circumstances we do not want any tenant to be financially disadvantaged as a result of being decanted. Waverley Housing therefore undertakes to pay all reasonable costs associated with decant moves irrespective of the right to a statutory Disturbance Payment.
- 3.4. Waverley Housing will, wherever possible:
 - a) Consult with tenants who are to be decanted in order to identify needs and preferences for the decant accommodation. This, however, may not be possible in emergency situations.

- b) Provide information in advance to tenants about proposed decanting arrangements. Again this may not be possible in emergency situations.
 - c) Continue to keep the tenant advised on the progress of the work to their home (if they are to return) and the anticipated return date.
 - d) Provide the tenant with details of named members of staff who the tenant can contact for information and advice relating to decant arrangements and progress of works.
- 3.5. Waverley Housing reserve the right to use an unlimited number of properties as accommodation for tenants who need to be decanted on a temporary or permanent basis. If decanting is required Waverley will identify suitable houses for decanting use and these will then be unavailable for let through the normal allocation process with the possible exception of management transfers.
- 3.6. The decision to allow a temporary or permanent decant to take place can only be made by the Housing Services Manager, Operations Director or the Chief Executive. Each individual case will be assessed on its own merits and the outcome of any decanting arrangement shall not be deemed to have set a precedent.
- 3.7. A tenant who is decanted on a temporary basis will continue to be a tenant of their permanent home and be responsible for paying the rent charge, any applicable service charge and Council Tax for that property.

4. Decant Criteria

- 4.1. We will respect the preferences of individual tenants, wherever possible, when deciding whether a temporary decant is necessary. However, as a general rule, we will decant a tenant if:
- a) there is a need to carry out major works and one or more of the following services are not likely to be restored by the end of the normal working day: water supply, toilet facilities, electricity or water heating; or
 - b) the work is likely to take more than a few days to complete and the work is extensive and likely to disrupt daily living; or
 - c) a tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living; or
 - d) the work needed means that the property is likely to be insecure during part or all of the work; or
 - e) the nature of the work could lead to health problems for the tenant, such as high levels of dust in the homes of tenants who have asthma or emphysema; or
 - f) it is considered (in our opinion) that the work required to a property would be carried out more efficiently, effectively and safely if the tenant was living elsewhere; or
 - g) it is considered that nature of the work in or around the tenants home is likely to pose a health and safety risk to the tenant.
- 4.2. We will provide temporary cooking and/or space heating facilities if the above criteria do not apply and this provision would enable the tenant to stay at home while the work is carried out.
- 4.3. We may, on occasion, have to insist that a temporary decant is necessary, even if the tenant does not want to move. Wherever possible, the tenant will be encouraged to decant

to temporary accommodation, but we will take legal action to enforce the decant if the tenant continues to refuse to move.

- 4.4 We also acknowledge that tenants may be reluctant to decant on a permanent basis. Again wherever possible, the tenant will be encouraged to decant to suitable alternative accommodation, but we will take legal action (Schedule 2 of the Housing (Scotland) Act 2001) to gain possession of the property if the tenant continues to refuse to move.

5. Decant Accommodation

- 5.1. We will offer other suitable accommodation if there is a need to decant a tenant on either a temporary or permanent basis. We will take the following factors into account when considering whether the alternative accommodation is suitable to the tenant and the tenants household:
- a) closeness to the place of work or education compared to the existing home;
 - b) size of the accommodation needed by the tenants household;
 - c) characteristics of the accommodation compared to the current home;
 - d) terms on which the accommodation is offered compared to the terms of the existing tenancy;
 - e) any special needs of the tenant or the tenants household.
- 5.2. Tenants decanted on a temporary basis will be required to sign a legal agreement stating that they will return to their own home on the completion of repair work. This agreement must be signed prior to the move to the temporary decant accommodation (although we acknowledge this may not always be possible in an emergency situation).
- 5.3. If a tenant is only likely to be decanted temporarily for a short period of time, or if the decant is the result of an emergency situation, we may offer temporary decant accommodation in the form of bed and breakfast or hotel accommodation.
- 5.4. We acknowledge that some tenants may prefer to find their own temporary decant accommodation by staying with family or friends. In such situations, we will secure or store household contents, credit the rent account and pay the Council Tax for the period that the tenant is prevented from living in their own home.

6. Decant Arrangements

- 6.1. We will arrange the temporary and permanent decant of tenants and will pay the reasonable costs associated with these decant arrangements. Details of the current arrangements and payment criteria are set out in Appendix One. We acknowledge however that other arrangements and payments may need to be made in individual and specific circumstances.
- 6.2. The decant arrangements and costs will be reviewed periodically within the policy review cycle and always immediately prior to the implementation of a decanting situation. The Chief Executive has the delegated authority to amend these decant arrangements and costs as and when required. Any changes will be reported to the Audit and Internal Control Committee (AICC).

7. Remaining in the Decant Property

- 7.1. A tenant who has been decanted on a temporary basis may be allowed to remain in the decant property if:
- a) the tenant meets all of the transfer eligibility criteria detailed in Waverley Housing's current Allocation Policy; and
 - b) the decant property is not required as part of an on-going decant programme; and
 - c) the decant property has not already been pre-allocated to another tenant or applicant who has received a formal offer for the property or who cannot be allocated another property that equally suits their needs; and
 - d) the tenant makes a request to remain in their temporary decant accommodation before the move takes place and before any work to their permanent home, relating to the specific needs of the tenant, has been agreed and instructed. The request may be approved if another tenant or applicant could benefit from the specific work or if there is no financial loss to Waverley Housing as a result of the tenant not returning to their permanent home.
- 7.2 A tenant can make a request to stay in their temporary decant accommodation after they have moved out of their permanent home or the repair work has started. The eligibility criteria detailed in Section 6.1 will again apply. However, it is not likely that the request will be approved if specific adaptations have already been instructed or made to the permanent home and/or if Waverley Housing will experience financial loss as a result of the tenant not returning to their permanent home.
- 7.3. Tenants who have been given permission to remain in their temporary decant accommodation or who decant permanently to a new home will enter into a new tenancy agreement for this home.

8. Conditions

- 8.1. When decant arrangements are forecast to be required suitable budget arrangements will be made to cover estimated costs.

9. Responsibilities

- 9.1. The Operations Director has overall responsibility for the implementation of this Policy and identifying any learning points arising from such implementation.

10. Complaints

- 10.1. Tenants who feel that Waverley Housing have not delivered the service outlined in this Policy have the right to complain. Complaints will be dealt with in accordance with Waverley Housing's Complaints Policy, a copy of which can be obtained on request.

11. Training

- 11.1. Waverley Housing will ensure that relevant employees have the appropriate level of skills and knowledge to deal efficiently with decanting.

12. Reporting & Monitoring

- 12.1. Where a significant number of decant arrangements are made within any given financial year the Board will receive reports on the progress made with such arrangements and notified of any learning points identified.

13. Review

- 13.1. This Decant Policy has been approved by the Board of Waverley Housing and will be subject to regular review in accordance with Waverley Housing's policy review process.

14. Equal Opportunities

- 14.1. Waverley Housing shall apply this policy in accordance with its Equal Opportunities & Diversity Policy. This means that in the application of this policy, we will not discriminate on the grounds of a person's race, religion or belief, gender re-assignment, marriage or civil partnership, pregnancy and maternity, sex, sexual orientation, age or disability.
- 14.2. Copies of this policy are available on request free of charge from Waverley Housing's office at 51 North Bridge Street, Hawick, TD9 9PX. Copies of this policy will also be made available within a reasonable time, upon request, in a language other than English, or in a format to suit visually impaired persons. The policy is also available on our website www.waverley-housing.co.uk.

APPENDIX 1 – Decant Arrangements

Removal van to move home contents (and the contents of any external stores)	
Temporary Move	Permanent Move
<p>Waverley Housing to arrange move with an approved contractor firm and pay the costs directly to the contractor. The contractor will be required to provide packing materials in advance. Assistance with packaging may be provided for tenants who are not considered to be able to do it themselves.</p> <p>A tenant can arrange their own move, but Waverley Housing will only pay the costs if the tenant obtains 3 quotes from reputable removal firms, and costs compare favourably with Waverley costs. Payment would be made when the receipt is submitted or the removal firm confirms the cost in writing.</p>	As Temporary Move
Storage (if household goods need to be stored when the tenant moves out)	
Temporary Move	Permanent Move
Waverley Housing to arrange for storage and directly pays the costs. A written inventory and photographic record of all items to be stored will be arranged and copy given to the tenant.	Not likely to be relevant.
Disconnecting and reconnecting gas or electric cooker, washing machine, dishwasher	
Temporary Move	Permanent Move
Waverley Housing to arrange for the above works to be undertaken either by our own staff or approved contractors. If the tenant has a gas cooker, but there is no gas supply in the decant property, then the cooker will be stored and an electric cooker provided for the duration of the decant	Waverley Housing to arrange for the above works to be undertaken either by our own staff or approved contractors. If the tenant has a gas cooker, but there is no gas supply in the decant property, then Waverley Housing will make arrangements to have a gas supply installed (if there is a gas supply into the scheme and it would be cost effective to do so) or meet the cost of a replacement electric cooker.
Disconnecting and reconnecting a telephone	
Temporary Move	Permanent Move
Waverley Housing to arrange for the telephone to be disconnected and reconnected if the decant is for more than a week. Waverley will pay the cost	Waverley Housing to arrange for the telephone to be disconnected and reconnected and directly pay

of the disconnection and reconnection directly to the telephone supplier.	the cost of the disconnection and reconnection directly to the telephone supplier.
TV and Satellite Aerials	
Temporary Move	Permanent Move
Waverley Housing to arrange and pay the cost of installing a TV aerial if there is not already one on the decant property. Where the tenant had permission to erect a satellite dish and was subscribing to satellite channels, Waverley Housing will reimburse the tenant for the satellite subscription cost, on proof of payment, for the decant period.	Waverley Housing to arrange and pay the cost of installing a TV aerial if there is not already one on the decant property. Waverley Housing will arrange and pay for the cost of a satellite dish to be moved to the decant property providing that there are no restrictions such as planning limitations.
Other electrical appliances and fitments installed by the tenant	
Temporary Move	Permanent Move
Waverley Housing to arrange and pay for electrical and other fitments installed by the tenant to either be removed and stored, or to be made safe and left in place for the duration of the decant period. This may depend on whether the tenant needed and obtained permission from Waverley Housing to have the fitment installed in their current home.	Waverley Housing to arrange and pay for electrical and other fitments installed by the tenant to be moved to their new home. This may depend on whether the tenant needed and obtained permission from Waverley Housing to have the fitment installed in their current home.
Adaptations	
Temporary Move	Permanent Move
Waverley Housing will pay for the cost of any adaptations needed to the decant accommodation, where other suitably adapted properties are not available, in order to enable the tenant to sustain their tenancy. This may include moving existing adaptations from their current home. The advice of an Occupational Therapist will be obtained, where possible, before an adaptation is installed.	As temporary move.
Garden Sheds	
Temporary Move	Permanent Move
If the tenant has obtained permission from Waverley Housing to put up a garden shed, then Waverley will arrange and pay for the shed to either be removed and stored, or made safe and left in place for the duration of the decant	If the tenant has obtained permission from Waverley Housing to put up a garden shed, then Waverley will arrange and pay for the shed to be moved to the new home if there is the capacity to re-erect it there. If the shed is to be moved, it must be robust in

<p>period. If the shed is to be moved, it must be robust in structure and able to be dismantled and reconstructed.</p>	<p>structure and able to be dismantled and reconstructed. If the shed cannot be moved, then Waverley Housing will compensate the tenant for the loss of the shed.</p>
Lifting and relaying floor coverings	
Temporary Move	Permanent Move
<p>Waverley Housing will provide floor coverings in the temporary decant accommodation and will make arrangements where appropriate for the tenants existing floor coverings to be taken up and stored for the period of the decant.</p> <p>Where possible floor coverings provided by Waverley in the temporary decant accommodation will be lifted and refitted in the tenants own permanent home.</p> <p>Where new floor coverings need to be provided this will be arranged and costs incurred will be equivalent to mid-range level floor coverings.</p>	<p>The expectation is that the tenant will maximise the refitting of existing carpets and only claim for those agreed areas where they cannot refit. Waverley Housing will pay the cost of taking up, refitting and, if necessary, adapting existing carpets. Where new floor coverings are required Waverley will engage the services of a carpet fitter to carry out this work.</p> <p>Where new floor coverings need to be provided this will be arranged and costs incurred will be equivalent to mid-range floor coverings.</p>
Taking down and rehangng curtains and blinds.	
Temporary Move	Permanent Move
<p>The general expectation is that the tenant will use their own curtains in the temporary decant accommodation. If they do not fit, then Waverley will provide curtains in the temporary decant accommodation and will make arrangements and pay for the tenants existing curtains and blinds to be taken down and stored for the period of the decant.</p> <p>Waverley Housing will arrange and pay for the curtains and blinds to be returned and rehung at the end of the decant period. Where curtains and blinds cannot be refitted, then the arrangements detailed under permanent move will apply.</p>	<p>The general expectation is that the tenant will maximise the refitting of existing curtains and blinds and only claim for those window areas where they cannot refit or adapt. The cost of refitting or adapting existing curtains or blinds or having to buy new curtain tracks is an eligible cost.</p> <p>Where existing curtains and blinds cannot be refitted Waverley Housing will arrange and pay for mid-range curtains and/or blinds to be fitted.</p>
Redirection of mail	
Temporary Move	Permanent Move
<p>Waverley Housing will provide mail redirection forms and pay the cost of redirection of mail for</p>	<p>Waverley Housing will provide mail redirection forms and pay the cost of redirection of mail for six months</p>

the duration of the decant for each person in the tenant household who has a different surname.	from the new tenancy start date for each person in the tenant household who has a different surname.
Insurance	
Temporary Move	Permanent Move
Tenants who have their own home contents insurance policy are expected to advise their insurers of their move. Waverley Housing will pay the cost of any increase in premium payment that results from the move to the decant property, but only for the period of the temporary decant.	Tenants who have their own home contents insurance policy are expected to advise their insurers of their move. Waverley Housing will pay the cost of any increase in premium payment that result from the move to the new home for a period of 6 months from the new tenancy start date.
Time off work	
Temporary Move	Permanent Move
Where a tenant has lost earnings as they have needed to take time off work on the removal day, then they will be compensated for loss of earnings on production of a letter certified by the employer. This will be limited to one adult per household.	As temporary move.
Travel costs	
Temporary Move	Permanent Move
Where a tenant has to be decanted to temporary accommodation that is further away from work or education, then Waverley will consider paying reasonable additional travel expenses for the period of the decant.	Where a tenant has to be decanted to temporary accommodation that is further away from work or education, then Waverley will consider paying reasonable additional travel expenses for the period of six months from the new tenancy start date.
Advise electricity and gas companies of move arrangements	
Temporary Move	Permanent Move
Waverley Housing will arrange for meters to be read at both properties on the day of the move and will contact electricity and gas (if relevant) suppliers advising that tenant is moving from their property to the decant property. This is subject to the tenant advising Waverley of who their electricity and gas suppliers are. The tenant will be responsible for paying the electricity and gas bills for the decant accommodation. Waverley Housing will pay the standing charges	Waverley Housing will arrange for meters to be read at both properties and will contact the electricity and gas (if relevant) suppliers advising that the tenant is moving to their new home. This is subject to the tenant advising Waverley of who their electricity and gas suppliers are.

for the tenant's home for the duration of the decant.	
Advise Council Tax Authority of the move arrangements	
Temporary Move	Permanent Move
Waverley Housing will advise the Council Tax authority that the tenant has moved to temporary decant accommodation. The tenant will remain liable for the Council Tax payments on their permanent home unless this is agreed otherwise with the Council.	Waverley Housing will advise the Council Tax authority that the tenant has moved to a new home. Waverley will pay any increase in Council Tax resulting from the change of Council Tax banding at the new home for a period of six months from the new tenancy start date.
Advise Housing Benefit (if relevant) of the move arrangements	
Temporary Move	Permanent Move
Waverley Housing will advise the local authority housing benefit section/DWP that the tenant has moved to temporary decant accommodation, but is still responsible for paying the rent on their permanent home. Waverley will also advise the local authority housing benefit section/DWP when the tenant moves back to their permanent home.	Waverley Housing will assist the tenant to make a new claim for Housing Benefit/Universal Credit for their new home. Waverley will also advise the local authority housing benefit section and DWP of the move if Housing Benefit/Universal Credit is mandated to Waverley.