

Ashford Borough Council

Decant Policy

Contents

| | |
|--|----|
| Policy Statement | 2 |
| Scope of the Policy | 2 |
| Legal framework | 3 |
| Types of decant | 3 |
| Emergency Decants | 3 |
| Temporary Decants | 4 |
| Awaab's Law | 5 |
| Permanent Decants..... | 6 |
| Large Scale Redevelopment Schemes..... | 7 |
| Retaining Tenancy Rights | 7 |
| Rights and responsibilities | 7 |
| Renumeration payments | 9 |
| Home loss payments..... | 9 |
| Disturbance payments | 10 |
| Practical support | 11 |
| Equalities Impact Assessment..... | 11 |
| Review of the Policy | 12 |
| Appendix A- Examples of Disturbance Payments | 13 |

Policy Statement

1. This policy outlines Ashford Borough Council's approach to supporting tenants who need to move out of their homes on either a temporary or permanent basis as a result of an emergency, or where planned major works need to be undertaken without the resident in situ. It also covers the way in which we relocate households whose properties are subject to redevelopment programmes or demolition. The scope of this policy does not cover management moves, which are dealt with under our Management Move Policy, or allocations of social rented housing outside of our Allocations Scheme.
2. We recognise that moving home, particularly when it is not a matter of choice, can be traumatic and upsetting. We are therefore committed to providing a robust framework of support to effectively assist tenants and mitigate disruption wherever possible. Given this, we will ensure as far as is reasonably practicable that:
 - Works will be carried out wherever possible with tenants in situ.
 - We consult with tenants regarding decants and provide them with accurate information in relation to works which need to be undertaken, expected timescales and the cause of any unforeseen delays.
 - As much notice as possible is given for tenants to move.
 - Households' needs are fully assessed to identify alternative permanent or temporary accommodation as required.
 - We compensate tenants for all reasonable costs or, where appropriate, provide practical support by way of compensation.
 - We will provide tenants with one point of contact throughout the decant process.

We are committed to complying with the Land Compensation Act 1973 (as amended) when making home loss and disturbance payments.

Scope of the Policy

3. The purpose of this policy is to ensure we treat all tenants in a fair and consistent manner when managing decants. This document also seeks to provide clarity on the arrangements which can be made where a household is required to move out of their home on a permanent or temporary basis.
4. We are committed to maintaining our homes to the highest possible standards. On the rare occasions where a decant is required, this policy will ensure that we set out our

priorities in providing safe, secure and suitable alternative housing on either a temporary or permanent basis.

5. This policy sets out a consistent approach to the management of decants, as well as the assistance offered to tenants impacted by these. The policy also aims to ensure that disturbance to households is kept to a minimum through the provision of appropriate assistance based on their needs and circumstances.
6. We recognise that not knowing what is happening, particularly in an emergency situation, can be deeply distressing for tenants. As such, in all situations we will endeavour to provide robust, accurate and up to date information to tenants on the status of repairs or the undertaking of a decant. Therefore, we will provide tenants wherever possible with a single point of contact to provide updates, make arrangements or otherwise support individuals who fall within the scope of this policy.
7. Where payments are required as set out in regulatory framework, we will ensure that payments are reasonable and prompt. Aside from this, relevant support will be offered based on the needs of the household.

Legal framework

8. We will ensure that we comply with the following legislative frameworks:
 - a. Housing Act 1985
 - b. Housing Act 1988
 - c. Housing Act 2004
 - d. The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025- also known as Awaab's Law
 - e. The Home Loss Payment (Prescribed Amounts) (England) Regulations 2023
 - f. Land Compensation Act 1973 (as amended)
 - g. Compulsory Purchase Act 1965
 - h. Town & Country Planning Act 1990 (as amended)
 - i. Acquisition of Land Act 1981 (as amended)
 - j. Equality Act 2010

Types of decant

Emergency Decants

9. Emergency decants occur when a property becomes uninhabitable due to an immediate health and safety risk, e.g. a flood or fire. If the household are unable to make their own emergency housing arrangements, for example by staying with family or friends, we will provide short term accommodation to address immediate emergency housing needs, which could include bed and breakfast (B&B) accommodation. Where a household cannot return to their home for a longer period, in the first instance we will provide, or arrange a move into, a property in the form of our own stock of temporary or permanent housing. Should this be unavailable, provision of, or a move into, nightly paid accommodation will be arranged. Where these options are not available, B&B or hotel accommodation will continue to be paid until alternative, suitable temporary accommodation becomes available.
10. If the tenant moves into temporary accommodation which consists of a B&B or hotel, they will remain liable for the rent and council tax in their substantive home. Where alternative temporary accommodation is provided, or the B&B/hotel accommodation continues for a longer period, a tenant will be informed that they are no longer liable for rent and council tax in their previous home for the remaining period of the absence or decant. They will be required to make payments towards the rent and bills associated with their temporary accommodation from a date no less than 7 days after being informed of this change. The rate at which this is charged will be based on the accommodation provided, and discussed with the tenant during relevant sign-up processes, at which time they will be required to sign a temporary licence agreement confirming the conditions on which they are placed in the accommodation.

Temporary Decants

11. A temporary decant occurs when major repair works mean that it will not be possible for a household to remain in situ whilst these are undertaken. The repair work in these cases would usually be extensive in nature which render the property uninhabitable, or unsafe to remain in for the duration of the works. This could include, for example, protracted programmes of work to replace kitchens or bathrooms, heating upgrades or the extensive removal of hazardous materials.
12. In deciding if a decant is necessary, we will consider the households composition, their needs, specific vulnerabilities, protected characteristics and preferences. We will also consider the likely time period for works to be completed, suitability of alternative housing, disruption to the household and relative costs of undertaking works in situ

against the cost of undertaking a decant.

13. If a household are unable to make their own arrangements, for example by staying with family or friends, an offer of temporary accommodation will be made to them and provided pending the outcome of works. Wherever possible, this will be in temporary accommodation that we own or via a nightly paid provider. If bed and breakfast or hotel accommodation is provided, we may seek to undertake a move to more suitable housing, unless works are anticipated to only be ongoing for a short period of time.
14. Wherever possible we will seek to provide some choice in respect of the temporary accommodation offered, but this will not always be practical. We will usually only make one suitable offer of temporary accommodation, and where this is refused, we will carefully consider the use of appropriate legal remedies to ensure that we can complete the work as needed, particularly where failure to do so would compromise our duties as a landlord.
15. If a tenant moves temporarily to Council-owned designated temporary accommodation, they may be issued with a temporary licence agreement which sets out the rules of the stay in their temporary accommodation. Tenants will be informed that they are no longer liable for rent and council tax in their previous home for the period of the absence or decant. They will be required to make payments towards the rent and bills associated with their temporary accommodation. The rate at which this is charged will be based on the accommodation provided and discussed with the tenant during relevant sign-up processes.
16. If a tenant moves temporarily into Council-owned general needs housing (as opposed to designated temporary accommodation) they will be asked to sign a Temporary Assignment of Secure Tenancy agreement. The tenant is then assigning all their secure tenancy rights and obligations, including rent payment to the alternative accommodation on a temporary basis, with the intention to return to the original property. Tenants will not be required to pay rent and charges on two separate properties.

Awaab's Law

17. Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (also known as Awaab's Law), contains strict timescales by which we have to complete remedial works for certain types of property hazard i.e. damp and mould.
18. Where a property has a hazard that is covered by Awaab's Law, and we are unable to make a property safe (5 working days from the completion of the investigation that

identified the hazard for a significant hazard or 24 hours for an emergency hazard), then we will make an offer of suitable, temporary accommodation.

19. The management of a decant under Awaab's Law will follow the government guidelines set out in Awaab's Law: Guidance for social landlords - Timeframes for repairs in the social rented sector.

Permanent Decants

20. A permanent decant will be considered in the following situations:

- a. The property is scheduled for demolition.
- b. Remedial works are so extensive that they may take over 6 months, meaning that temporary accommodation would not be a reasonable option.
- c. Remedial works may take less than 6 months, but there are other exceptional reasons or needs within the household which mean that returning home would not be appropriate.

21. Where a permanent decant is required, the tenant will be supported to join our housing register, or in cases where someone is already registered, update their application to appropriately reflect their circumstances. Households will be banded in accordance with our Allocation Scheme. On a case-by-case basis, particularly where remedial works are required, we may agree that a direct allocation of accommodation should be made. Where appropriate, we reserve the right to use our discretion to offer the temporary accommodation provided to a household to them as a permanent home.

22. In most circumstances, tenants will be considered for a 'like for like' property, taking into account the circumstances and needs of the household. Tenants who are overcrowded will be allowed to bid on homes which are reflective of the size of their current home, and those of a larger size. They may be offered whichever property size becomes available in the first instance, in line with our Allocation Scheme. Where a tenant is currently under-occupying their home, an offer of housing would be made that is reflective of the size of their current household. As such, a smaller property may be offered to them, with support and financial incentive provided in line with our downsizing offer. Any offers of accommodation should be suitable for the household, as provided in our Allocation Scheme.

23. Where a person refuses a suitable offer of permanent alternative housing, we will apply our usual policies in line with our Allocation Scheme. We may also consider seeking

possession of housing as required.

Large Scale Redevelopment Schemes

24. In situations where a permanent decant has been agreed for a number of tenants as part of a large-scale redevelopment or demolition programme, bids on any vacancies will be considered via our Allocation Scheme. Tenants will be supported to access the housing register where needed, and ongoing support to bid or otherwise be considered for alternative housing will be provided as required.
25. We reserve the right to identify Council-owned properties which will be prioritised for those subject to specific large scale redevelopment schemes. We may give further priority to applicants at the time of allocation based on the following factors:
- a. Where a tenants' property is in the demolition schedule.
 - b. Making best use of the size and type of accommodation (in line with the Allocations Scheme).
 - c. Where all other factors are equal against 2 or more competing bids, who has had the tenancy the longest will be given consideration first.

Retaining Tenancy Rights

26. Our residents will not be disadvantaged as a result of any type of decant in respect of their security of tenure. Where someone has to move out of their home temporarily, they will retain their security of tenure on their substantive home, and this will remain in place upon a tenant's return to their property.
27. Where a person is required to move permanently from their substantive home because of any type of decant and for whatever reason, their new tenancy will be granted with at least the same security of tenure as their substantive tenancy. This will be the case even where our initial belief or intention was that a permanent move would not be required, or where circumstances in respect of a decant, household or repairs change resulting in the need for a permanent move.
28. We reserve the right to grant tenancies with increased protections where appropriate but will always ensure that tenants are not granted tenancies with a lesser security of tenure than they had in their substantive home.

Rights and responsibilities

29. During any decant process, our tenants have the right to be kept informed of the details and progress of their decant. Where a decant does take place or is due to take place, we will provide tenants with a single point of contact wherever possible. The single point of contact should ensure that tenants are kept fully up to date on relevant matters, including but not limited to:

- a. The potential length of the decant.
- b. Works which require completion, and their expected timescales.
- c. Progress of works.
- d. The frequency within which updates can be expected.
- e. How to contact relevant teams or persons within the Council.
- f. Any delays or unexpected changes to timescales, including where a shorter timescale is identified.
- g. Support which is available to them, and how to access this (including in the absence of the single point of contact).
- h. Details of remuneration payments, how these are considered and when they can be expected.

30. As part of this, residents have the responsibility to confirm to us any considerations we may need to make when undertaking a decant that we might not already be aware of, including but not limited to:

- a. Medical issues which restrict accessibility of accommodation.
- b. Their household size and make up.
- c. Support needs within the household.
- d. If any localities in the Borough or its surrounding areas present a risk of violence or abuse to the household (e.g. due to having fled domestic abuse previously).
- e. Their travel options (e.g. if they own a car, rely on public transport, cannot mobilise for long distances etc.)
- f. Any locations they need regular access to, such as schools or places of employment.
- g. Relevant information reasonably required by us in establishing the value of remuneration payments, and where payments can be made to.

31. In managing the decant process, we reserve the right to fully consider the implications of planning for this, as well as undertake further specific changes to a property during a decant period, particularly for the purposes of avoiding future disruption or significant cost for further works. Wherever appropriate, this will also be fully communicated to

the tenant.

32. Where a tenant has refused reasonable offers of temporary or permanent decant accommodation, we may take necessary legal action to gain possession of their existing property. This will also apply in situations where a tenant refuses to return to their original home when work is completed.

Remuneration payments

Home loss payments

33. Where tenants are obliged to move permanently as a result of demolition or other planned large-scale redevelopment works, and they cannot return to their former home, they are entitled to a statutory home loss payment. These will be made where the tenants meet the statutory criteria set out in s29(2) of the Land Compensation Act 1973. Tenants must have been residing in their home for a minimum of one year to be entitled to this payment.
34. As per s29(2) of the Land Compensation Act 1973, if an occupier has lived in the property for less than one year but has a legal interest in and occupies the property as their only or main residence at the date of displacement, they may be entitled to a discretionary payment, not exceeding the amount of the mandatory payment. This will be made in line with the statutory payment, based on the number of months they have been in situ at the date of vacation of the property.
35. To ensure the best use of financial resources, we will remove the value of any housing related debts from the home loss payment. This could include but is not limited to the value of outstanding rent arrears and/or service charge arrears.
36. Home loss payments are made per household. Where a joint tenancy exists, one home loss payment will be shared between the joint tenants.
37. Where a tenant makes a voluntary decision to move permanently and not return to their home once work is complete, they will not be entitled to a home loss payment.
38. A home loss payment must be claimed in writing, or for those who are unable to do so, in another accessible format where applicable. We will provide advice and assistance to tenants to make such an application. The time limit for claiming home loss compensation from us is the same as the statutory limit, set at 6 years.

39. Home loss payments will generally be paid within 4 weeks of conclusion of an application, or once a person has moved out of their original home, whichever is the latter. We aim to respond to all applications within 6 weeks. Consideration may be given to paying home loss compensation in advance at the discretion of the Assistant Director of Housing. Particular weight will be given to this where the payment is needed in advance for tenants to take up home ownership, or to make arrangements in advance to move where exceptional circumstances exist within the household.
40. Home loss payments are counted as capital for the purposes of housing benefit, council tax support and universal credit. It is the responsibility of claimants to inform relevant agencies where this capital is paid. We will remind tenants of this responsibility. To assist with this, we will make available a list of recipients of home loss compensation to Ashford Borough Council's Revenues and Benefits Service.

Disturbance payments

41. Disturbance payments are made to compensate a tenant financially for the actual expense associated with the need to move. The amount of disturbance payment will vary according to the individual case, and our assessment of reasonable expenses associated with the move. These are provided where a person is required to permanently leave their home but can be made in limited circumstances where an emergency or temporary decant is required. This is at the discretion of the Service Lead for Income and Neighbourhoods or another staff member of sufficient seniority.
42. The details of what may be covered in respect of disturbance payments are contained within Appendix A.
43. The Council will require submitted evidence from a tenant to their single point of contact of the costs associated with disturbance payments. This could include, but is not limited to:
- a. Receipts.
 - b. Invoices
 - c. A car V5c logbook or proof of ownership.
 - d. Employment contract or wage slips.
 - e. Bank statements.
44. Disturbance payment requests must be made within a reasonable period of time, and always within 2 months of the end of the initial disturbance. Subsequent payments can be requested where an ongoing disturbance is experienced, and where it is reasonable to do so.

45. We reserve the right to refuse to pay costs which are unreasonable and contrary to what is prescribed within the legislation, or where evidence of costs is not provided or insufficient. In the first instance, an appeal can be submitted in writing by the tenant to their single point of contact. A review of the decision will then be undertaken by an officer who was not involved in the original decision and is senior to the original decision maker.
46. Where an agreement over an item or amount cannot be reached, we or the tenants can apply to the Upper Tribunal (Lands Chamber) for a decision on this.

Practical support

47. We recognise the value of practical support in easing the disturbance and upset which can be experienced during a decant. Practical support may be undertaken by us, as well as external agencies or stakeholders. This could include, but is not limited to:
- a. Applying to or using the Kent Homechoice system.
 - b. Accompanying to a viewing.
 - c. Claims for universal credit, housing benefit or council tax support.
 - d. Packing and removals, or reasonable payments for this.
 - e. Clearance of unwanted items to avoid recharges for this.
 - f. Care packages or liaison between relevant organisations.
 - g. Linking in with services in a new area, such as a GP.
 - h. Help to identify organisations who may need to be made aware of a new address.
 - i. Setting up bills in a new home.

48. The degree to which such practical assistance will be provided is based on the needs of a tenant. We will be particularly mindful of offering this directly to vulnerable individuals, those who may have a disability or who do not have English as a first language. Whilst we are committed to providing practical support wherever possible, we reserve the right to only provide support which is necessary and reasonable based on a tenant's individual needs.

Equalities Impact Assessment

49. We will ensure that this policy is applied fairly to all of our customers and tenants and will not directly or indirectly discriminate against any person or group of people because of their race, religion, gender, marital status, sexual orientation, disability or other grounds set out in our policies as defined within the meaning of the Equalities Act

2010.

Review of the Policy

50. This policy will be scheduled for review in January 2030, or sooner where a significant or relevant legislative change occurs.

Appendix A- Examples of Disturbance Payments

The following table outlines examples of where we may cover reasonable costs relating to the temporary or permanent decant from one of our homes. This list is not exhaustive and other reasonable requests will be considered:

| Example | Emergency/Temporary Decants | Permanent Decants |
|---|--|--|
| Removals | Cover the cost or make arrangements | Cover the cost or make arrangements |
| Travel costs (Petrol costs will not exceed 45p per mile). | Additional travel costs related to work, education or ongoing and unavoidable medical treatment (e.g. chemotherapy, dialysis) whilst accommodated temporarily | N/A |
| Storage | Cover cost or make arrangements for the duration of the stay in temporary accommodation, unless the belongings can reasonably be relocated to the temporary accommodation. | N/A |
| Disconnection/reconnection of cooker/gas appliances | Yes, if required | Yes, if required |
| White goods | N/A, unless not provided in the temporary accommodation, in which case a disconnection and reconnection of existing appliances can occur. | Ensure provision of suitable cooking, washing and refrigeration facilities are provided. This may include the cost of removals and reinstallation rather than new items. |
| Mail redirection | If arranged by the tenant, the Council can cover the re-direction of mail for all household members for up to 6 months. | If arranged by the tenant, the Council can cover the re-direction of mail for all household members for up to 6 months. |
| Carpets and flooring | Temporary accommodation will be | Where possible, households are expected to re-use the floor |

| | | |
|----------------------------|--|---|
| | provided with appropriate flooring. | coverings in their home. Payments for the uplift and refitting of flooring may be made. Otherwise, a fitter will be directly instructed to undertake the fitting of new flooring. |
| Curtains and blinds | Temporary accommodation should be provided with adequate window coverings. | Where possible, households should use curtains or blinds from their previous home. The Council may pay for the removal and refitting of rails etc. new curtains may be provided where window coverings are not of adequate size to provide a reasonable level of privacy. |
| Food and sundries | The Council will pay a reasonable amount towards meals where hotel or B&B accommodation is provided. This will usually be facilitated by way of provision of breakfast and dinner within the hotel or B&B. Otherwise a payment of £30 per person aged over 15 per day and £20 per person aged between 6 months and 14 years per day. | N/A |
| Staying with family | Where arrangements are made to stay temporarily with family, or tenants otherwise provide their own temporary accommodation, a reasonable payment for this can be made. The payment will not exceed £55 per week. | N/A |