



Decant (temporary relocation) policy

Valid from August 2025

1. Policy statement

- 1.1 This policy is designed to ensure that we deliver positive customer experiences that comply with all legal, regulatory, and contractual requirements when a customer is required to move on a temporary or permanent basis (decant).
- 1.2 Customers may sometimes need to move to enable major work, improvements, or redevelopment of their home. We will consult with customers as required, pay compensation where appropriate and help customers with both temporary and permanent home moves.

2. Policy Scope and objectives

- 2.1 This policy covers the decant procedure for all tenures that we offer.
- 2.2 It only applies to customers who are tenants but there may be rare circumstances when we need to move an unassociated freeholder or leaseholder because of major work or damage to a property or because we need to sell the property. Moving homeownership customers usually needs the agreement of the Executive Team.
- 2.3 This policy aims to:
- Make sure that we comply with regulatory and legislative requirements, including the payment of compensation where required.
 - Make sure we have a fair, consistent, effective approach towards necessary home moves.
 - Promote a positive customer experience.

3. Regulatory and legal considerations

- Housing Act 1985
- Housing Act 1988
- The Home loss (Prescribed Amounts) (England) Regulations 2008 (updated annually)
- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Equality Act 2010
- Housing Ombudsman Complaint Handling Code
- Regulator of Social Housing – Consumer Standards (2024)
- Awaab's Law 2025
- Decent Homes and Health and Safety

We will do everything necessary to mitigate any risks during the decant process to ensure that we:

- comply with the law and regulations
- avoid or reduce customer dissatisfaction
- support customers appropriately and according to their needs
- avoid financial losses.
- protect our reputation

4. Decant management framework

4.1 Individual risk assessments of customers' circumstances

We will risk assess each customer before approving any decant (temporary or permanent). This will consider health, disability, vulnerability, financial situation, safeguarding concerns, pets, cultural or religious needs, and dependency on local support networks. The assets liaison officer and community housing officer will carry out the assessment to ensure consistency and fairness. The assessment will be recorded on the customer's file and we will review it regularly throughout the decant period or if there are any changes in circumstances. This approach aligns with Awaab's Law (2025) and the Housing Ombudsman's recommendations for pro-active and preventative housing management.

4.2 Accountability and roles

The Assets team is accountable for decants and they will manage and oversee the process. Assets liaison officers will be the primary point of contact for customers, ensuring transparent and consistent communication throughout. They will be supported by the Community Housing and Repairs teams to ensure that we meet all work, support needs, and welfare considerations. This collaborative approach ensures that we comply with the Housing Ombudsman's Complaint Handling Code and promotes a joined-up service focused on customer outcomes. If a Section 20 Notice is needed to temporarily move leaseholders so that major works can be carried out, our leasehold team will organise this.

4.3 Timescales for reviewing temporary accommodation

We will review temporary accommodation within five working days of the initial move to confirm that the new home is suitable, then every four weeks for planned and emergency decants or sooner if a customer requests it or there is a change in circumstances. These reviews will include welfare checks, progress updates on works, and customer feedback to ensure that the accommodation we provide remains

appropriate and safe. If a customer has been decanted by our out-of-hours team, the Assets team will review the temporary accommodation on the next working day. We will document all reviews and inform customers about any expected changes or extensions.

4.4 Estimated duration of temporary accommodation

We will give customers an estimated duration for their temporary accommodation in writing, based on when we think work in the property will be completed. If this timescale changes by more than four weeks, the assets liaison officer will update the customer promptly with a revised timeline and explanation.

4.5 Returning home and joint sign-off

Before a customer returns to their permanent home, we will organise a joint inspection with our Assets team and the customer. This will ensure that the work has been done to a satisfactory standard, including damp, mould, safety, and quality checks. A joint sign-off form will confirm that both the customer and ourselves agree that the property is fit for them to return.

4.6 Implementation and monitoring

We will monitor compliance with this policy through quarterly review reports presented to the Customer Experience Group. These reports will include data on the number of decants, risk assessments completed, reviewing timescales met, and customer feedback. We will use the findings to inform service improvement and share them with customers through published performance updates. This reflects the Housing Ombudsman's expectations for transparency, continuous learning, and pro-active oversight.

5. Policy details

5.1 Customers who need to move on either a temporary or permanent basis and claim benefits for their rent are responsible for informing their local authority about the move. We will support them in doing this.

5.2 We deal with several types of decant. The include the following:

5.2.1 Emergency decant

These are situations where there is an immediate health and safety risk if a customer remains in their home, and this risk cannot be immediately mitigated. Typical causes

would include fire, flood, serious gas, or electrical fault, significant damp and mould problems or an issue that means the property cannot be secured overnight.

We will liaise with the relevant local authority to fulfil any duty to homelessness that the customer may be owed under homelessness legislation, or consider the following options:

- staying with friends or relatives
- staying in temporary accommodation including hotels or B&B's at our expense.

Customers who have been decanted to another suitable alternative home will continue to pay rent for their existing tenancy and we will cover the cost of their temporary accommodation. If a customer receives housing benefit or the housing element of Universal Credit, we will support them to update their claim with this information.

If a customer chooses to stay with a family member or friend, or is decanted into short-term temporary accommodation with fewer facilities than their current home such as a hotel, or bed and breakfast accommodation, we will offer a daily disturbance payment. This will be a flat rate to cover any additional expenses the customer may incur through lack of facilities that would usually be available in their home, such as meals.

We will regularly review this flat rate to ensure that it is sufficient to meet the additional living costs caused by a decant.

We will stop the daily payment when a customer is moved into long-term accommodation with similar facilities to their home or if they decline a reasonable offer of such a move. We will determine what a reasonable offer is, taking customer's circumstances and needs into account.

If a customer moves into longer-term accommodation, we may cover reasonable out-of-pocket expenses on a case-by-case basis.

5.2.2 Temporary decant

A temporary decant is usually a planned move for a customer to live in alternative accommodation while we carry out work at their home.

We will ask the customer to move for a set period, with the intention that they will return to their home when the work is completed. If a temporary decant is for a short period of time we will consider the following options:

- a suitable alternative property that we own that is similar to the customers' existing home.

- Airbnb or holiday accommodation if we do not have a property that we own available within a reasonable time frame and suitable for the customer's needs.
- another housing provider that has suitable accommodation available on a short-term basis.

The customer will continue to pay the rent on their existing home and will be asked to sign a License to Occupy the temporary accommodation.

If we ask a customer to move into longer-term accommodation we may cover reasonable out-of-pocket expenses on a case-by-case basis. This is called a discretionary disturbance allowance.

If the customer refuses to return to their permanent accommodation we may have to take legal action.

Sometimes a temporary decant may become a permanent move, for example when the scale of the works become so great that we are considering full renovation, demolition, or disposal of the property.

While a customer may also request a permanent move while are living in temporary accommodation, we will only consider this in line with our allocations policies for management transfers. Decisions will be made based on the individual circumstances of the customer on a case-by-case basis, while also considering any discretionary payments we have made.

We cannot approve requests where we have made an insurance claim as this will void our claim for rent loss on the temporary accommodation.

5.2.3. Permanent move

When we have decided that we need to sell a property, demolish it, or where it needs major refurbishment that alters the footprint or use of the property, a permanent move will be needed. We will offer the customer offer a tenancy for a suitable alternative home and will work with them to ensure that their needs are met through this process.

If we can't offer a suitable alternative property we will look at alternative options with the customer and the local authority.

We are not obliged to re-house customers with an assured shorthold tenancy (market rent), or an excluded license agreement (homelessness accommodation). However, we will work with the relevant local authority housing team and seek to be informed by the equality impact assessment that will need to be completed alongside any Section 21 Notice (AST) or Notice to Quit (License).

5.2.4 Homeowners and leaseholders

Where we are considering major works, renovations, and/or refurbishments, normally in apartment blocks, we will consult with homeowners and leaseholders both informally and formally under Section 20 of the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002. Where a homeowner or leaseholder is affected, we cannot start works until a solution has been negotiated that is acceptable to both parties. We may consider the following options:

- a move to temporary alternative accommodation until the leaseholder or homeowner can source alternative accommodation. This may be a hotel, Airbnb, or holiday home.
- a short-term tenancy (license to occupy) in the case of protracted major works.
- in exceptional circumstances, we will consider buying the customer's home at the market value where demolition or protracted major works is planned.
- offering a new home where demolition is planned for redevelopment and a suitable property is planned within this development.

If our ability to carry out major works is delayed or stalled because we have not been able to secure possession of freehold or leasehold properties included in an approved scheme, we may have to seek legal advice on the way forward if a resolution cannot be found that is mutually acceptable within a reasonable timeframe.

5.3 Supported housing schemes (Peterborough, Rushden, Northampton)

If emergency decants are needed at one of our supported housing schemes and no alternative suitable accommodation is available, the supported housing teams will refer to the scheme's business continuity plan (BCP) which sets out details of the local authority's responsibilities for the customer's accommodation.

5.4 Support for customers

We are committed to supporting customers through the decant process, whether temporary or permanent. Each customer will receive a tailored support package, alongside an equality impact assessment that assesses their needs and the effects that the decant may have on them, particularly if they have extra support needs). This support could include help with packing, unpacking and removals, disconnection and reconnection of white goods and appliances, connection of telephone lines, and accompanied viewings. If a dispersed lifeline is fitted, the duty Officer or assets team will refer this to the Supported Housing team to relocate to the customer's temporary accommodation with immediate effect.

We will deduct the cost of this assistance from any eligible disbursement payments.

5.5 Power to decant

If a customer declines an offer of suitable accommodation and their refusal:

- has health and safety implications for them and/or their family and/or other customers living nearby
- delays the start of planned or unplanned major repair works, refurbishment, or approved redevelopment

we will make sure that we have discussed every opportunity with the customer before starting legal proceedings to obtain a court order requiring them to move.

5.6 Discretionary compensation: disturbance allowance

We will consider compensation payments if a customer has incurred costs from moving into temporary accommodation, then to a decant property and returning to their permanent home.

We will only make these disturbance allowance payments to people in lawful possession of their tenancy who we have required to move because of improvement or redevelopment work, either to another property temporarily, or to people who have to permanently move home.

These payments are to compensate customers for costs they have incurred because of their displacement. The amount will equal to the reasonable expenses associated with their move.

We consider the following to be reasonable expenses:

- cost of removal firm (customers who need extra support can also claim for packing)
- disconnection and reconnection of domestic appliances
- disconnection and reconnection of telephone lines and extensions
- disconnection and reconnection of television aerials or satellite dishes
- redirection of post for up to three months
- lifting and refitting existing carpets. Where this is not possible we will cover the cost of new carpets – including delivery and fitting - based on a reasonable quotation from a reputable flooring company
- re-provision or refitting of disability aids and adaptations.

If we dispute a customer's claim, this will be dealt with in line with our complaints procedure.

If a customer wishes to make a claim for such payments, they need to get our agreement before incurring any costs. We may also decide to obtain an independent quotation to ensure value for money.

Customers must submit their receipts before we will make payments. We will make this process as easy as possible, recognising that this is likely to be a difficult time for the customer.

5.7 Home loss payments

We will make home loss payments to customers who have lived in their property for at least twelve months if they need to move home permanently because we are redeveloping or demolishing their home. We will do this in accordance with the Planning & Compensation Act 1991 and the Land Compensation Act 1973.

Payment amounts are set out in the Home Loss Payments (Prescribed Amounts) (England) Regulations. The Government reviews the amount annually by the Government and more information can be found at www.legislation.gov.uk.

In accordance with the Planning and Compensation Act 1991, we will only make home loss payments when a customer:

- has been living in the property for one year before they must be permanently moved.
- has been living in the property as their main or only residence.
- is required to move because of improvement or redevelopment (general repairs and maintenance do not qualify for payment).
- Is occupying the property on the date of the qualifying action.

We can choose to make a discretionary payment for a tenancy of less than one year in some cases.

We will only make one home loss payment per property and will deduct any customer debts such as rent arrears, recharges or previous court fees before making a payment.

We will pay home loss payments as soon as possible after the property has been vacated.

5.8 Home loss: leaseholders and shared homeowners

If we need to demolish a property or carry out long term major work and it is in private or shared ownership, we may consider buying the property in exceptional circumstances at the full market value, as determined by an independent RICS qualified surveyor.

For owner-occupiers who have lived in their home for at least 12 months, we may consider a home loss payment as a percentage of the market value of the home to be

agreed with the legal representation for both parties, or the minimum rate as set out by government (whichever is greater).

5.9 Right to Buy and Right to Acquire implications

Unless a demolition notice has been issued, customers with the preserved Right to Buy (usually secure tenancies) cannot have this right removed either by temporary decant or permanent move, as their tenure should follow them.

If a customer's property is eligible for the Right to Acquire, and a permanent move is needed, we will try to find an alternative property that is also eligible for the Right to Acquire. If this is impossible, we will ensure that customers understand that they may lose their Right to Acquire.

5.10 Consultation

We will consult with customers about potential decants as soon as possible. However, this may not always be achievable, particularly where emergency decants are required.

The Assets team will carry out consultation which may include drop-in sessions, community meetings, and/or one-to-one appointments to assess the customers' needs and ensure they are fully informed of our proposals.

5.11 Complaints and feedback

If a customer is unhappy with the process and standard experienced during any decant they can make a complaint in line with our complaints procedure.

If there is a dispute about home loss or disturbance payments a customer can make a claim to the Upper Tribunal (Lands Chamber) to determine the appropriate compensation due.

6. Service delivery

6.1 We will operate our decant procedure in line with government policy and legislation.

6.2 We will give our team members clear guidance and procedures to provide a robust and transparent response to decant situations.

6.3 In the event of a pandemic or other emergencies we will review our procedures supporting this policy to reflect government guidance.

7. Equity, diversity, and inclusion

7.1 The Equality Act of 2010 makes it unlawful to discriminate against anyone on grounds of age, disability, gender, race, religion or belief, sex, sexual orientation, marriage and civil partnership, and pregnancy and maternity.

7.2 We fully supports this and we are committed to the values of EDI of opportunity and non-discrimination.

7.3 This policy requires us to carry out equality impact assessments (EIA) where necessary, and consider adaptations and the needs of our customers when allocating a decant property or permanent move.

7.4 We commit that no protected characteristic will cause a customer to be excluded from the aims of this policy.

8. Review of policy

8.1 We will review this policy every three years and also accommodate annual changes to Home Loss Payments as per Section 5 as well as any significant legislative changes that arise in the sector during the period.

Decant Policy Document Control							
Valid from	Valid to	Version	Status	Author	Owner	Approval	Description of Change
1 Aug 2025	1 Aug 2028	3	FINAL	Assets Project Manager	Director of Assets & Repairs	Homes and Growth Customer Experience Group	Full legislative update including Equality Act 2010, Housing Ombudsman current compensation rates, and climate event consideration
Distribution/ Confidentiality:				Team members and customers of Futures Housing Group			
Other relevant documents:				Reasonable Adjustment Policy			