Major Works & Decant

1. Background

Abbeyfield The Dales Ltd. (ATD) lets and manages a range of housing. We recognise that from time to time we will need to temporarily or permanently relocate tenants during major repair works or remodelling of houses and this role is important in providing accommodation in which older people aspire to live, and understand that well managed tenancies can provide a positive impact on the wider community.

2. Objectives

ATD is committed to providing services that enhance the quality of life for older people and developing services that will meet the needs of future generations. This commitment is based on the Mission and Values of ATD. ATD will also comply with all relevant and current legislation.

We aim to treat all residents fairly, with respect and professionalism in accordance with ATD values. The aim of this policy is to ensure that:

- ATD adopts a consistent, fair and transparent approach;
- Our landlord duty is exercised in compliance with relevant legislation, regulation and statutory guidance and the tenancy agreement;
- Our residents are aware of their rights and responsibilities and the service they can expect from ATD;
- Everyone can clearly understand how ATD housing is let and managed;
- Staff and volunteers can understand and operate in accordance with ATD good practice in letting and managing housing; and
- Other stakeholders, including regulators, can see the good practice ATD is committed to in letting and managing its housing.

3. Scope

ATD as a Registered Provider has regulatory requirements which are set by Homes England, previously known as Homes and Communities Agency, around certain outcomes for tenants. This policy explains how ATD will deliver the outcomes required within the Tenancy Standard and the Neighbourhood and Community Standard outlined in the Regulatory framework for social housing in England from 2012.

4. Policy

4.1. Temporary Re-housing and Decanting

Decanting has both a common sense and legal definition. The common-sense definition is that residents are decanted when they are compelled to move from their home because their landlord or an authority with compulsory purchase powers has redevelopment plans for their home. These plans may involve demolition, major repair or improvement but their common feature is that the tenant must move out of their home, either temporarily or permanently, before the works can be done. In the event of any emergencies arising from incidents which would render the building unsafe or hazardous.

4.1.1. Commitment

Our approach to major works that are needed in our houses is to support our residents to successfully sustain their tenancies. We are committed to ensuring good tenancy relations are maintained and that any stress and anxiety over temporary or permanent moves is mitigated as far as it is possible.

We recognise that we operate in a community within which there is a wide social diversity and are committed to providing equal opportunities and valuing diversity.

4.1.2. Responsibilities

For all remodelling / major works schemes a Project Manager will be appointed to take overall responsibility for the management and technical aspects. The Project Manager and supporting staff will ensure a House Impact Assessment is completed before reaching a decision as to whether it is necessary to arrange temporary re-housing for residents considering the guidance below.

Usually, the Operations Manager will act as the Project Officer for the project.

Staff should avoid using the terminology "decant" until this has been clearly discussed with residents, and clearly explained. Decanting may take place within a house. Tenants should be encouraged to move offsite only if circumstances warrant it (see section below).

4.2. When Will ATD Actively Encourage Decanting?

There are no golden rules, but ATD will encourage tenants to decant if:

- Cooking and toilet facilities, hot and cold water, electricity and heating are not likely to be restored at close of business on any day;
- Lifts will be out of action for several days (depending on the mobility of the residents affected);
- There will be widespread disruption, such as simultaneous rewiring and installation of central heating, re-screeding of floors and so on;
- There will be major structural work which may be noisy or adversely affect tenant's safety, such as underpinning;
- Security will be reduced to an acceptable level; and
- The work may aggravate health problems, such as dust in the homes of tenants with asthma or emphysema.

Consideration of whether the works would severely restrict access routes for emergency services or evacuation routes from the building would also influence the decision whether to decant.

If a resident/s refuses to move, ATD will look to take possession by issuing proceedings or legal action, and if all alternatives have been exhausted first. A possible exception to this might be where a tenant expressly agrees in writing to remain in the premises identified as requiring the major works, and it is safe for them to do so.

4.3. Monitoring and Management of the Decant Programme

The Project Manager is responsible for the scheme in its entirety including the decant programme and to facilitate this the Project Manager will ensure that written information is always available to residents and kept up to date. A decant plan must be published and explained to residents and / or their representative as appropriate.

In addition, the Project Manager should constantly consult and inform the Project Officer concerning decanting.

If it is likely that additional house staff costs will be incurred due to the extra hours being worked, it is essential that the Project Manager budget for this is in advance. This may take the form, on the one hand of simply a few additional hours per week paid to the Project Officer.

4.4. Organising the Decant Programme

4.4.1. Principles

Good communication is essential. Within an organisation often development and housing management have different cultures and working methods. A decanting programme means that they must work closely together. Effective liaison can be difficult, especially if there are several organisations involved, therefore, ATD will aim to provide a single point of contact for communications.

Tenants need clear and accurate information about their rights on how to appeal or complain, their right to compensation, what may be offered in addition to their legal entitlement and the re-housing options open to them. In a non-emergency decant, a period of consultation on options will be required.

4.4.2. Impact Assessment

The House Impact Assessment must consider the potential impact of the work on the House and this should be discussed in depth with the Project Officer and House staff team.

Where feasible, the Project Officer and tenant representatives should be encouraged to visit schemes which have recently undergone major work, so that they can obtain a realistic view of the likely impact of the work on their everyday life. This type of forward planning will help to avoid undue stress on the health and welfare on both the House Staff and the residents. The costs associated with arranging such visits are likely to be minimal but should be allowed for within the capital budget for the project.

Copies of both the Decant check list (Appendix 1) and Tenant Agreement (Appendix 2) are included at the end of this policy.

4.4.3. Active Encouragement

An impact assessment should be undertaken by the Project Manager that should indicate the level of disruption that is likely to be caused to residents and indicated the extent to which tenants should be actively encouraged to move off site on a temporary basis.

There are usually three options for decanting:

- When it is feasible, a temporary decant on the House or in the event of major disruption;
- A temporary decant off the House e.g. temporary re-housing by another Housing Association or House; or
- Staying with friends or relatives.

4.4.4. Advice to Residents

Staff should use all available means of communication with staff if decanting is on the Agenda:

- Plain English publications;
- Leaflets;
- Meetings; and
- Registered Manager / House Manager personal visits / drop in sessions.

In large scale remodelling, it may be necessary for tenants to have the access to an independent adviser, particularly if there is no Tenant Liaison Officer on the project. Special arrangements will need to be negotiated with agencies such as CAB, Age Concern. An updated Disaster Recovery Plan will need to be prepared.

Such independent advice costs must be covered within the capital programme budget.

4.5. ATD and Tenant Agreement

Once the details and timescales of the work have been communicated with tenants both parties should sign the Tenants Agreement (see Appendix 2). This confirms the tenants' willingness to move to the agreed decant property and return to the tenancy at the agreed times. In exceptional circumstances ATD might be able to take legal action for losses incurred because of a tenant's wilful refusal to abide by the terms of this agreement. This should be explained to the tenant at the time of signing the agreement.

4.5.1. Special Lettings Policy

Before the work commences on site, it is essential that residents and staff all understand how lettings will take place.

A Special Lettings Policy will need to be created for the period affected by the decant. This should be published for the information of staff and residents. Features of the Special Lettings Policy:

- As normal, allocations / transfers will not be decided upon solely at the discretion of the House Manager / Registered Manager;
- Applications / transfers must be on the required form;
- We should give priority to tenants locating to return to their old flat; and
- A method of dealing fairly with multiple transfer applications for the same flat must be agreed (simple mechanism e.g.: date, order, and length of tenancy).

4.5.2. Temporary Licence to Occupy

All tenants required to move for a temporary period must be issued with a Licence Agreement; see Appendix 3. It is essential that residents are not permitted to move on a temporary basis to another property, without this document being signed beforehand. A notice to quit is required 4 weeks prior to regain possession of the decant property.

A decant agreement is required so that a resident understands the arrangement is temporary and their options once the works are complete and that the original tenancy will continue during the decant.

The original tenancy agreement continues through the decant process and terms and conditions will remain the same upon their return. The rent paid will be in respect of the substantive property and not the decant property.

4.6. Tenancy Moving Arrangements

For exceptionally large or complex projects, ATD may also meet the costs themselves for the provision of services to tenants. This will save the residents having to claim reimbursement for qualifying costs. This means that tenants do not have to worry about paying for the service up front and then claiming reimbursement.

ATD deals directly with the contractor themselves, thus avoiding monetary involvement by the tenants. For instance, it may be possible for the Project Manager to negotiate a bulk contract removal firm for all residents requiring decanting.

Such arrangements with contractors are subject to the normal rules of financial accounting and contractors need to be vetted by the society prior to use.

It is essential that the Project Manager make necessary financial arrangements for authorisation of the contractors' invoices etc before the work is completed.

Project Managers must ensure they take responsibility for monitoring the performance of such contractors e.g. ensuring removal firms are reputable and have adequate insurance.

Utility suppliers do not alter their payment terms or billing arrangements easily when a resident temporarily moves from a property. For this reason, the process described above will not apply for utility suppliers, and alternative arrangements will be agreed with residents as appropriate.

4.7. Rent Levels

It is intended that a resident will not pay significantly more than their existing charge if their new flat is a like for like equivalent. A resident will have a choice to move to a flat that has a different lay-out, or more space, or different facilities to their existing flat; and they will be charged the appropriate charge attributable to the new flat. ATD will communicate rent levels for all proposed flats to tenants before they commit themselves to any move.

The guidelines for the finance team are:

- Existing tenants who move to an equivalent flat (similar lay-out, similar size, and similar facilities) pay the charge in place before it was remodelled. New tenants will pay a higher rent to cover the costs of the remodelling work;
- Existing tenants in most cases have the right to return to their former flats once the works have been finished, even if they have been upgraded from a bedsit to a one bedroom. In this example, the rent will be set at a level which reflects the greater amount of space / desirability of a one bed room flat. It is essential that tenants be advised of the higher rental for their flat before they commit themselves to the move; and
- Where necessary ATD will need to liaise with Housing Benefit on their behalf to explain the reason for an additional rent.

For remodelled flats with new tenants, staff should establish the rent levels of remodelled flats before letting to new tenants.

ATD expects rent levels for these remodelled flats to be higher than that charged for the equivalent size flat, which has not been remodelled.

4.8. Qualifying Costs and Inconvenience Payment

A separate budget for each decant should be estimated jointly by both the relevant Housing Services staff and the capital budget project staff too.

The following qualifying costs and payments should be included in the capital project budget being the costs associated with decanting residents whilst the remodelling works are carried out:

- Removals;
- Disconnection / reconnection for telephone, gas, electricity, cookers, washing machines and similar items;
- Mail re-direction; and
- Other agreed costs e.g. Storage.

In addition, all tenants will receive a £150 inconvenience payment. The inconvenience payment made to existing residents in all scenarios will remain the same, as this is a compensatory payment for inconvenience suffered through a move.

4.8.1. Re-imbursement of Qualifying Costs

Where these payments are made by residents and reclaimed from ATD, unless it is more prudent to implement arrangements as described in 4.6 above, the reimbursement should be paid to the resident within 10 working days of a claim being made. It is essential that these sums be agreed in advance, to prevent cost over-runs and have a detrimental impact on other spending priorities.

4.9. Charges Incurred by Residents in a Decant Property

The residents will generally be charged the same rent as normal throughout the period of the decant tenancy. Keeping the same level of rent will avoid unnecessary complications with the Housing Benefit Department.

ATD will generally not make rental payments to relatives / friends. However, if the decant flat is a private rented flat with a higher rent than ATD's, we will pay the difference, when Housing Benefit is unable to meet the extra cost.

Exceptions to this policy can be agreed, with the consent of the Chief Executive and Finance Controller.

4.10. Added Support

Many of our tenants have special needs and need extra support during remodelling / major works. Early consultation and involvement of tenants, friends and relatives is important, so that everyone understands the reasons for the upheaval. Thereafter residents need practical support and guidance.

A basic decant checklist is attached at Appendix 1, which outlines some of the issues which the Project Manager should clarify for residents before work commences on site.

In addition, The Project manager should set out to tenants the service they can expect during the period of upheaval. A communication and consultation plan should be agreed with residents.

In addition, a Tenant Agreement is included at Appendix 2. It can be adapted for use by divisional staff, but it is essential that a similar document is issued to tenants prior to the commencement of work on site.

4.11. Capital Programme Budget

Funding for all aspects of decant comes from the Capital Programme budget. To prevent disputes, it is important to get budgets right at the outset. The Project Manager is responsible for the budget and all elements within it but will expect the housing team to have adequately prepared each tenant's disturbance allowance budget.

For a two-way decant it is recommended that budgets are prepared based on covering costs plus an additional cash sum.

5. Finance, Value for Money & Social Value

Controlling costs in a complex remodelling programme is essential to prevent cost over-runs. This is particularly the case where residents make their own arrangements that will be reimbursed; all costs should be agreed with residents in advance of any commitment being made.

The charging of rents to residents (existing and new) should be carefully controlled so there is the right balance between fairness and getting a return (payback) on the cost of the remodelling programme of works.

6. Supported Appendices

APPENDIX 1 - Decant Checklist

APPENDIX 2 - Tenant Support Agreement
APPENDIX 3 - Temporary Licence to Occupy

7. Linked Policies

N/A

8. Legislation/Regulation

Regulatory framework for social housing in England from 2012
CIH – Housing Practice – Decanting tenants - October 2010 Issue 11

9. Review

Every 3 years, subject to any regulatory or legislative updates.

10. Procedure/Guidance

N/A

APPENDIX 1 - Decant Checklist

Abbeyfield The Dales Ltd

Decant Checklist

Name:	
Address moving from:	
Type:	☐ 1 Bed ☐ 2 Bed ☐ Bedsit
Address moving to:	
Type:	☐ 1 Bed ☐ 2 Bed ☐ Bedsit

Destination Property:

	Yes/No?	Other	Action Required
Has the office been notified of where the person is moving from and to?	☐ Yes ☐ No		
Is the destination property in good condition?	☐ Yes ☐ No		
Has the destination property been carpeted?	☐ Yes ☐ No		
Have all of the services been redirected?			
- Mail	☐ Yes ☐ No		
- Milk	☐ Yes ☐ No		
- Telephone	☐ Yes ☐ No		
- Newspapers	☐ Yes ☐ No		
- Meals on Wheels	☐ Yes ☐ No		
- Homecare	☐ Yes ☐ No		
Have any disablement aids or adaptations been fitted? If so, what?	☐ Yes ☐ No		

Are the home contents insured?	☐ Yes ☐ No		
If yes, who is to notify the insurance company to arrange cover for the duration of the temporary address?			
Has this been done?	☐ Yes ☐ No		

Support During the Move:

	Yes/No?	Other	Action Required
Is there much furniture?	☐ Yes ☐ No		
Has a removals company been appointed?	☐ Yes ☐ No		
Are ATD to pack and unpack?	☐ Yes ☐ No		
Will a handyperson service be available to the tenant?			
If no, what provision is being made for putting up curtains, pictures etc.?	☐ Yes ☐ No		
Are there any appliances to be moved?			
If yes, who is responsible for moving them?	☐ Yes ☐ No		
Are there any special storage requirements?			
If so, what are they?	☐ Yes ☐ No		
Are there any other decanting requirements not covered by the above?			
If so, what are they?	☐ Yes ☐ No		
Please note any other features which need to be addressed.	☐ Yes ☐ No		

APPENDIX 2 – TENANT SUPPORT AGREEMENT – sample

Abbeyfield The Dales Ltd

Decant Tenant Support Agreement

The Agreement:

This agreement is between:

The Housing Association (also referred to as "the Association or we"):	Abbeyfield The Dales Ltd (ATD)
and	
Name of Tenant:	
Of (Address):	
Type:	☐ Remodel ☐ Repair Tenant(s) Agreement

(To be completed by the Project Officer) and the Tenant

Date:	

Purpose of this agreement:

In order to clarify expectations on both sides, ATD will provide a written agreement to tenants individually, which specifies:

- Name of tenant / tenant special needs;
- Estimate dates of work;
- Disruption to scheme;
- Minimum notice period to be provided for disruption of essential services and utilities e.g. electricity cut off;
- Temporary rehousing timetable including estimated dates for departure and return;
- Rental during decant flat;
- Details of permanent flat number, major features, e.g. loss of cupboard space;
- Availability of handyman service;
- Disturbance payment in pounds (£) and payment arrangements; and
- Details of the Special Lettings Policy for the scheme during the course of the work.

This agreement should also include:

- Service Manager name and telephone number;
- Project Manager name and telephone number;
- Out of hours emergency arrangements;
- Complaints procedure;
- Independent Tenant Advisor information (If applicable);
- Type of communication with tenants and frequency, e.g. House Manager meeting, Notice board, letter; and
- Agreed special requests by tenants.

The above may be extended depending on the scope of the project.

ATD retains the right to take legal action should Tenants/s wilfully refuse to move to the agreed decant and return to the tenancy agreement at the agreed times.

Signed on behalf of the ATD:

Name:	
Position:	
Signed:	
Date:	

Signed by the Tenant(s):

Tenant 1

Name:	
Signed:	
Date:	

Tenant 2

Name:	
Signed:	
Date:	

APPENDIX 3 - Temporary Licence to Occupy

Abbeyfield The Dales Ltd

Decant Temporary Licence to Occupy

This licence agreement explains the basis on which you have been granted permission to stay here.

The Agreement:

This agreement is between:

The Housing Association (also referred to as "the Association or we"):	
and	
"Licensee" or ("you"):	
In respect of:	
Temporary address (also referred to as "accommodation"):	
Current address referred to as ("your home"):	
This agreement is to begin on (date):	

Please also ensure that the direct debit mandate has been signed in accordance with the bank mandate i.e. by two signatories if required.

Purpose of this agreement:

The purpose of this agreement is to provide you with temporary accommodation, as rent-free alternative accommodation until the building work required on your home is complete. The work required is so extensive that you cannot stay there while it is done.

1. The Association agrees:
   1.1. To let the accommodation to you rent-free while your home is affected by building work.
   1.2. To allow you to return to your home when the work is complete. We will inform you in writing when the work is complete and give 14 days' notice terminating the licence.
   1.3. To ensure that on your return your home is ready for occupation and in reasonable repair and condition.

2. The Licencee agrees:
   2.1. To pay the rent for your home which is currently £..... throughout the duration of the licence. Where there is an existing agreement to pay rent arrears, you must continue to pay the agreed amount.
   2.2. To observe and perform the resident responsibilities set out in the tenancy agreement for your home, for this accommodation as if those responsibilities were set out in this agreement.

2.3. To return to your home once the work is completed and give the Association vacant possession of the accommodation.

3. Ending the licence

3.1. The Association can end the licence by issuing you with written notice in the following circumstances: if you breach the terms of this agreement, when the work is completed on your home.

3.2. If you do not leave the accommodation when the licence ends, you shall become liable to pay use and occupation charges for the accommodation in addition to the rent payable on your home until you give the Association vacant possession. The charges will be equal to the weekly rent that the Association could reasonably obtain by letting the accommodation as an assured tenancy on the Association's usual terms.

Signed on behalf of the Association:

Name:	
Position:	
Signed:	
Date:	

Signed by the Licensee:

Name:	
Signed:	
Date:	