

# Alternative Accommodation (Decants) Policy

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## 1. Introduction

- 1.1 We sometimes need to move a household out of their home on a temporary or permanent basis when works need to take place. This is referred to as a temporary or permanent move.
- 1.2 In any case where residents need to be rehoused, both temporarily and permanently, our aim is always to minimise the disruption and inconvenience of moving people from their home.

## 2. Scope

- 2.1 This policy sets out our approach to rehousing residents in alternative accommodation.
- 2.2 The policy applies to all tenants and lawful occupants of properties owned and managed by Peabody, including those living in supported housing. It does not apply to residents of Town and Country Housing.
- 2.3 This policy only applies to other tenures (i.e. market and intermediate market rent, Regency, shared owners, leaseholders and freeholders) in emergency cases and management transfers which have been agreed in discretionary circumstances.
- 2.4 For large regeneration or major works there may be separate policies and procedures in place, which account for local priorities or promises made to the local residents, that take precedence over this policy.
- 2.5 This policy has links to some of our other policies, and we've thought about these links when reviewing the policy. This policy should be read in conjunction with our:
  - Lettings policies
  - Rehousing Policy
  - Regency (Crown Estates) Portfolio Policy
  - Complaints Policy
  - Compensation and Remediation Policy

## 3. Key terms and definitions

- 3.1 A 'move' (decant) refers to a situation where a household is temporarily or permanently moved from their principal home into alternative accommodation while an issue is resolved.
- 3.2 An 'emergency move' refers to a move that takes place following an emergency, such as flood or fire, where there may be a risk to life and residents cannot return to their home.
- 3.3 A 'non-emergency move' refers to a move that takes place to enable work on the home to be carried out that cannot be done with residents in occupation.
- 3.4 A 'permanent move' refers to a situation where residents are moved out of their home and we have no intention for them to return.
- 3.5 A 'temporary move' refers to a situation where residents are moved out of their home, and we intend for them to return as soon as the work is completed.
- 3.6 'Principal home' refers to the tenant's permanent home, where they hold a tenancy for and, for example, where the works are taking place.

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3.7 Alternative accommodation refers to the accommodation the tenant moves into on a temporary basis. For example, a Peabody owned dwelling or a serviced apartment.

### 4. Our approach

4.1 We will only move a household to alternative accommodation in the following cases:

(i) Emergency moves:

- Due to damage resulting from a flood, fire, infection or infestation which makes their home uninhabitable
- Situations where the health and safety of the household would be at risk or there would be safeguarding concerns should they remain in their home.

(ii) Non-emergency moves:

- Where a property requires extensive works that cannot be carried out with residents in their home
- Where we intend to sell, demolish, significantly redevelop or refurbish the property.

4.2 We will keep the time spent carrying out works to a minimum, minimise the inconvenience for our residents and keep costs as low as possible. We will make the final decision about whether to rehouse residents during works, and we will consider the needs of the household in doing this.

4.3 We will ensure that the process is as easy as possible and will provide residents with appropriate support, particularly for the most vulnerable, providing clear information on their housing options in all circumstances. We will keep residents informed on the progress of the works to their home.

4.4 There may be cases where we are unable to rehouse residents within our own properties. In such an event, we will work closely with local authorities and other partner agencies to provide the most suitable accommodation and support.

4.5 We will carry out improvement works and major repairs whilst the residents remain in their home wherever possible. Each case will be assessed on an individual basis.

4.6 Only social housing tenants (including supported and sheltered housing tenants and licensees) will be considered eligible for non-emergency rehousing, except in the case of large regeneration works.

4.7 We will make two formal offers of accommodation when moving a resident permanently. One offer of accommodation will be made when moving a resident temporarily.

#### **Temporary moves to alternative accommodation**

4.8 We will not normally consider providing temporary rehousing for residents where the works required are undertaken as part of Peabody's internal investment programme. However, we may offer to temporarily move vulnerable tenants who would be particularly negatively impacted by remaining in the home.

4.9 Residents will continue to pay rent, service charges, standing utility charges and mortgage payments for their permanent home while they are in alternative accommodation. The temporary home will be rent and service charge free. Residents will still be responsible for paying Council Tax at their principal home for up to four weeks, after which we will assist them to apply for an exemption on the principal home.

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- 4.10 Residents will not be able to access their home while the works are in progress without prior appointment and permission.
- 4.11 When moving temporarily, the resident will keep the original tenancy agreement, lease or mortgage agreement for their principal home and sign a temporary licence agreement at the temporary alternative accommodation.
- 4.12 We will take the proximity of the temporary accommodation to the principal home into account, as well as the cost. If a reasonable offer of temporary accommodation is rejected, the resident must then approach the relevant local authority to source temporary accommodation.
- 4.13 We may permit a household to locate their own temporary accommodation, where it is more cost effective than our own provision. We will require a legal agreement to be drawn up for this purpose.
- 4.14 Sometimes the alternative accommodation we organise for residents will be in a hotel. If emergency works take longer than originally anticipated, then we may cancel any hotel booking made and offer alternative suitable temporary accommodation.
- 4.15 If residents self-source accommodation, for example stay with family and/or friends for the duration of the works, we may consider:
- Making discretionary payments, in recognition of the inconvenience of being moved temporarily. Or,
  - Alternative arrangements that represent better value for money than procuring accommodation in the market.
- 4.16 In exceptional circumstances, we may also cover additional costs (e.g. travel) on a discretionary basis. Residents should contact us if they are no longer able to stay with family and friends during works.

### **Permanent moves to alternative accommodation**

- 4.17 In some cases we may need to permanently move a household to alternative accommodation. We always aim to do this with the agreement of the household.
- 4.18 We will contact households who we need to move on a permanent basis to explain the reasons for this and the process we will follow. We understand that this can be an unsettling experience and will always aim to minimise the inconvenience.
- 4.19 When a household moves permanently to a new home, they will sign a new tenancy agreement at the new home. Their security of tenure is protected, and it will be the same type of tenancy as their existing tenancy agreement. They will retain all the rights and responsibilities of their previous tenancy type, for example, Preserved Right to Buy or succession rights. We will not ask households with the right to buy to move to any property where they would lose that right without prior discussion.
- 4.20 The new rent charged will be in line with the type of new tenancy, for example, target rent, fair rent or affordable rent.
- 4.21 If a resident who is being permanently moved will lose any property-based rights, for example, the Right to Acquire, we will confirm this in writing at the time. We will always aim to move the household to another property with the Right to Acquire if we can.
- 4.22 In a large regeneration scheme that affects an estate or a wide geographic area, a scheme-specific decant strategy may be produced and residents will move in accordance with this strategy.

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### Statutory home loss payments

- 4.23 We will make statutory home loss payments to qualifying residents who need to move on a permanent basis. This is a single fixed sum paid per household in recognition of the personal upset and distress which may be caused due to the occurrence of a permanent move.
- 4.24 These payments are set out in the Land Compensation Act updated annually in October. The statutory home loss payment for permanently decanted tenants is £8,100. Homeowners, including our leaseholders, are entitled to 10% of the market value of their home as a home loss payment, up to a maximum of £81,000.
- 4.25 The conditions of entitlement are that:
- The resident has been in occupation of the property as their only or principal home for at least 12 months up to the date of move.
  - The resident must have been in occupation by virtue of a legal interest or right – this may include a period when the occupier was a tenant in the property under another person's tenancy.
  - The displacement must be as a direct result of the improvement, redevelopment or disposal of the property.
- 4.26 Lodgers and licensees do not qualify for statutory home loss payments.
- 4.27 We will deduct any arrears, or other charges owed (such as rechargeable repairs and service charges), from home loss payments.

### Regency Estate

- 4.28 Regency tenants and their successors will only be offered a tenancy in another Regency property (i.e. Millbank, Victoria Park, Lee Green and Cumberland Market).

### Disturbance payments and food allowance

- 4.29 Disturbance payments are intended to financially compensate residents for expenses associated with the need to move. Residents are entitled to claim disturbance payments if they were in lawful possession of the premises immediately prior to displacement (i.e. there is no tenancy period requirement).
- 4.30 We will pay a disturbance allowance to cover any reasonable costs and reasonably foreseeable costs for items or services that have resulted from moving home, (e.g. disconnection / reconnection charges, removals, and storage). The amount payable will vary according to the circumstances of each case and must be evidenced by receipts. Where residents are required to move more than once, disturbance allowances will be paid for each move.
- 4.31 We will not offset rent arrears or other outstanding debts against a disturbance payment.
- 4.32 We will provide a food allowance to those staying in hotel accommodation where they do not have access to a kitchen of up to £20 per person aged 13 and over per day, and up to £10 per child aged under 13 per day. Depending on individual circumstances, we may reimburse residents for other costs, such as laundry, phone calls, pet-related costs, and additional travel costs. This will be paid as a prescribed allowance or paid in arrears, on production of receipts.
- 4.33 We will pay a decoration allowance for properties that tenants are permanently moved into when this is determined necessary by the void surveyor. We may undertake the decoration ourselves for sheltered and other vulnerable residents.

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### Moving to a suitable home

- 4.34 We will make two formal offers of accommodation when moving a tenant permanently. One offer of accommodation will be made when moving a tenant temporarily.
- 4.35 All offers of accommodation will be dependent on the availability of our stock. We will take into consideration the following factors for a temporary or permanent move:
- The distance from the place of work or education of members of the household.
  - The distance from giving or receiving care or support of members of the household.
  - Areas of preference for property location, where indicated.
  - The needs of vulnerable tenants.
- 4.36 Our offers will be made in line with the matching standards outlined in our Lettings Policy. Where a tenant is under-occupying their home, an offer may be made for a home that is smaller than their existing home, but suitable for the needs of the household. In exceptional circumstances, such as a temporary decant caused by an emergency, we may make an offer of accommodation that does not meet the matching standards outlined in the Lettings Policy.
- 4.37 We may take legal action to regain possession of the property if our offers are refused. If the court grants possession of the property, tenants will be expected to accept an offer of accommodation made at the hearing.

### Storage and removal of goods

- 4.38 Temporary to alternative accommodation requires residents to either leave their belongings in their home or use external storage. In either case we have a responsibility to protect the items, which we do by securing their home or using reputable storage companies. These items need to be stored away from the home, we will arrange and pay for the removal and storage of the tenant's possessions, via one of our approved contractors, and arrange their return when the tenant returns to their principal home.
- 4.39 In order to secure homes while residents temporarily move and to facilitate any works taking place we will always change the locks during the period of the move. We make sure that the original locks are refitted before tenants return home.

### Complaints and appeals

- 4.40 We will work with residents to agree a suitable alternative accommodation option, but if an agreement cannot be reached, tenants have the right to appeal in accordance with our Complaints Policy.
- 4.41 A resident who disputes the amount of disturbance payment may appeal to the Land Tribunal. Entitlement may be determined in a civil action of proceedings for judicial review.

## 5. Legislation and Regulation

- 5.1 The following legislation and regulation apply to this policy:
- Housing Act 1985
  - Housing Act 1988
  - Planning and Compensation Act 1991
  - Land Compensation Act 1973.
  - The Home Loss Payments (Prescribed Amounts) England Regulations 2022

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