



Decant Policy

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If you have difficulty with sight, or if you require a translated copy of this policy, we would be pleased to provide the information in a form that suits your needs.

Introduction

There are occasions where the Association will have to decant tenants to temporary accommodation. This is usually necessary when:

- A property is uninhabitable e.g. due to fire or flood
- Work requires to be undertaken that will create an unsafe environment for the household
- Products require to be used that would create an unsafe environment for the household

When we say “decant” we mean temporary transfer to another property.

Aim

This Decant Policy aims to ensure that an effective service to provide to any tenant that may require to be absent from their home for a period to allow for such required works to be carried out.

The main objectives of the Decant Policy are:

- To manage decant proceedings in an efficient and customer focussed manner
- Minimise the period of time that the tenant is absent from the tenancy
- Minimise lost rent
- To cause the least possible disturbance to residents who are required to decant from their home
- The provision of good information/support before, during the decant process
- Where possible, ensure that accommodation is provided to meet existing household medical needs

Legislation

This Policy complies with the following legal requirements:

Scottish Secure Tenancy Agreement

The Govanhill Housing Association Scottish Secure Tenancy Agreement contains the following related areas, which serve to assist tenants and the Association in the event and prevention of significant damage to our properties. These are:

‘We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable’.

‘We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at

*least 24 hours' notice in writing. **In an emergency, we have the right to make forcible entry to your house without notice**.*

'If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay'.

The Govanhill Housing Association Scottish Secure Tenancy Agreement also contains areas detailing the tenants' responsibilities in terms of notifying the Association of required repairs, which if not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

Housing (Scotland) Act 2001

The policy adheres to the provisions of the Housing (Scotland) Act 2001. Section 11 (9) of the Act advises that:

'Where the house that the tenant normally occupies under a Scottish Secure Tenancy Agreement is not available for occupation and the tenant has been temporarily accommodated in another house, then the house that they are occupying is to be regarded as the house for the purposes of the tenancy except for the powers of landlords to take action to secure possession of the house'. (This in effect means that if an Association tenant is moved to another Association property on a temporary basis from their usual house, they will continue to enjoy full tenancy rights in the temporary house).

Equality Act 2010

The Equality Act 2010 applies to everyone who provides a service to the public and is based on all persons having the right to be treated with dignity and respect. The Association will ensure that the Equality Act 2010 is adhered to during its service to tenants and other customers. We will ensure that all residents are treated fairly, with support needs being met when required.

Regulation – Scottish Social Housing Charter

The Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Association's Decant Policy will take account of and comply with the relevant Outcomes contained within the Social Housing Charter.

The Scottish Housing Regulator is responsible for monitoring, reporting and assessing how well social landlords are achieving the Charter's outcomes and standards. The Association is required to gather evidence to demonstrate to the Regulator, tenants and service users that it is meeting the outcomes.

Decant Considerations

In general and where required, we will decant a tenant to temporary accommodation, where required, if:

- During maintenance works or planned programme renewals, essential facilities are affected within a tenant's home, such as cold water supply, toilet facilities or electricity and are not likely to be restored by the end of the normal working day
- Maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living
- A tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living
- The nature of the work could lead to health problems for the tenant or someone in the household
- Where the Association is satisfied that the work would be carried out more efficiently, effectively and safely if the tenant was living elsewhere and removes the tenant and any household members from risk of injury or harm
- Where the Association is co-ordinating an improvement scheme, we will provide decant accommodation

The decision to decant a tenant will be determined by Officers in conjunction with the Senior Housing Officer and Senior Maintenance Officer. Development team staff members will also be involved in this process. Each case will be assessed on its own merit and we will ensure that the tenant is fully involved in discussions.

When making decant arrangements we will consider the following principles:

- We will endeavour to offer other suitable accommodation where there is a need to decant on a temporary basis. This will normally be restricted to one suitable offer of temporary accommodation
- Tenants decanted on a temporary basis will require to sign a declaration stating that they will return to their own home on completion of the works (if they refuse to return to their tenancy on completion of works, the Association will initiate legal action if necessary)
- If a tenant is only likely to be decanted temporarily for a short period of time or if it is unlikely that a suitable property will become available and the tenant is unable to stay with family or friends, the Association may offer a temporary decant in the form of bed and breakfast or hotel accommodation

- In some cases, tenants may prefer to find their own temporary accommodation by staying with family or friends.
- Where the tenant is decanted to another Association property, we will continue to charge the tenant the level of rent due for their main tenancy. If the decant property has a lower rent level, then this lower rent will be charged during the decant period
- The Association will arrange the areas associated to the decant process and will pay costs and allowances associated with these as outlined in this Policy

Where it is feasible and there are no health and safety issues to household members, the Association will attend to required works without decanting.

There may be occasions where the Association has to insist that the tenant is decanted to other temporary accommodation, even if the tenant does not wish to move, if there is deemed to be a possible risk to the tenant and any other household members.

If the tenant does not consent to decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of the tenant and any household members as well as possible harm to neighbours from the risk of not carrying out identified works. The Association is also entitled to protect its assets.

Tenant Reluctance to Leave Decant Property

In any situation where the tenant refuses to return to the permanent address, we will seek to resolve this by meeting with the tenant and addressing any concerns that they may have. However, when all discussions and negotiations have failed and if the tenant is still unwilling to co-operate, the Association may proceed by serving a Notice of Proceedings for Recovery of Possession on the tenant.

Items being stored in Tenant's main Home

Where required works are confined to part of the property and in conjunction with the tenant, we will consider removing all items from the room(s) requiring treatment and storing these in another unaffected room with a hasp and lock. The tenant will have sole keeping of the keys.

Decant & Return Arrangements

Where required, the Association will arrange and pay for items listed below. This will be formed of direct payment by the Association to contractors or allowances to the tenant.

- Furniture removal and storage
- Disconnecting/reconnecting cooking facilities
- Disconnecting/reconnecting washing machine

- Disconnecting/reconnecting telephone
- Mail redirection
- Flooring uplift and re-fitting (this will not be possible with certain floor types, such as laminate/wood or tiled)
- TV aerial at decant address (where required)
- Provision of basic floor covering at decant address (if necessary)
- Decoration
- Removal/refitting of window coverings

The Tenant is responsible for taking meter readings at both the permanent and decant properties (leaving and entering).

Costs may be rechargeable to the tenant if the need to decant arose due to a wilful act by the tenant or a member of the household.

The Association will not install any gas or electrical appliances which are found to be unsafe. The tenant will be advised of this.

Other Decant options

The Association will seek to minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what properties are available at that time, although decanting in non-emergency situations can be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:

- Emergency accommodation provided by the local authority
- Staying with relatives or friends
- Association properties
- Hotel accommodation

Association Insurance

Where the need for repair arises as a result of an insured event, the Association will submit a claim to recover the costs from its insurance broker. Records, photographs and receipts will be retained to substantiate any claim in events such as:

- Flood
- Fire
- Storm damage
- Dampness
- Impact by motor vehicle

The Association will seek to claim for all costs including lost rental monies, removal costs, accommodation, work costs and any storage costs.

The Association's insurance provision will not be available for loss or damage to tenants' belongings unless the Association was responsible for this through accident or neglect.

Tenant contact

The Association recognises that temporary removal may be a stressful and potentially difficult experience for tenants. We aim to minimise tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant.

Complaints and Appeals

GhHA welcomes complaints and positive feedback, both of which provide information which helps us to improve our services. We use a complaints handling procedure (CHP) developed by the Scottish Public Services Ombudsman (SPSO) and the Scottish Housing Regulator.

The CHP allows for most complaints to be resolved by front line staff within a five-day limit (first stage), or if the complaint is complex, a detailed investigation will be co-ordinated by our Information Office within a 20-day limit (second stage) and reviewed by Head of Service prior to issue. At the end of the second stage if the customer remains dissatisfied, they can refer the matter to the SPSO.

Policy Availability

This policy can be made available in several other languages and other formats on request. We employ staff who speak several community languages. You can speak to them about any aspect of our services. We will also use external interpreters to assist us with other language requirements that we cannot meet in-house.

