



**Melton
Borough
Council**

Decant Policy

Author:	Tenancy Services Manager
Owner:	Assistant Director Housing Management
Version No:	1.0
Date:	May 2022

Approvals

Designation	Title	Date of Approval	Version
Cabinet	Cabinet	12.10.2022	1.0

Distribution:

Title	Date of Issue	Version
Cabinet	12.10.2022	1.0
Website	24.10.2022	1.0
MIKE	24.10.2022	1.0

Contents:

Paragraph	Heading	Page
1.0	Policy Principles	4
2.0	Summary	4
3.0	Policy Statement	4-8
4.0	Associated Legislation, National Standards and Regulation	9
5.0	Monitoring, Evaluation and Review	9
6.0		
7.0		
8.0		
9.0		
10.0		
11.0		
12.0		
13.0		
14.0		
15.0		
16.0		
17.0		
18.0		
19.0		
20.0		
21.0		

1. Policy Principles

- 1.1 This Policy ensures that when customers are required to move to either enable major works, emergency repairs or the redevelopment of their home, we will act in a manner to minimise any disruption to our customers and their families.
- 1.2 Through the operation of this policy, we will meet our legal, regulatory, and contractual obligations to customers. This includes consultation, compensation, and assistance with all aspects of any decant, whether temporary or permanent.

2. Summary

- 2.1 This policy applies to Melton Borough Council customers in rented stock. However, there may be occasions when customers in leasehold properties are required to move for a short time. This policy sets out our approach to customers who are both tenants and leaseholders.
- 2.2 This policy also applies to staff involved in the management and maintenance of our homes. In particular, the Housing Services Team and Asset Management Team.

3. Policy Details

3.1 Definitions

- **Decant:** Where customers are required to move from their homes, either temporarily or permanently, for the purpose of major repair, planned improvement works, disposal, redevelopment, or demolition. This is normally a temporary arrangement, unless it is in our and the customers best interests to make a decant permanent
- **Emergency Decant:** Where an unexpected event has occurred (e.g., a major leak, flood, or fire) and the home becomes unfit to live in for a period of time.
- **Decant Agreement:** A specifically tailored agreement which details the reasons for decanting, what will happen during the decant (e.g., removals and costs, expectations around rent arrears and utilities etc.)
- **Temporary Accommodation License Agreement:** This will be used for a decant where the tenant and household are decanted to one of our empty homes for a period of time.
- **Disturbance Payment:** This is compensation for reasonable losses or expenditure arising from being permanently or temporarily displaced. A

payment can be made in addition to a Home Loss Payment where appropriate.

- **Home Loss Payment:** A person is entitled to a home loss payment when they are displaced from their home by compulsory purchase or in the other circumstances specified in section 29 of the Land Compensation Act (1973).

3.2 Policy Principles

This policy aims to meet the following objectives.

- To ensure that we comply with regulatory and legislative requirements (including any payments of compensation)
- To provide appropriate assistance and support for customers where they are required to move from their home.
- To ensure fairness in the calculation of amounts due, in relation to discretionary payments to customers (where not determined by statute)

To repair and improve our customers' homes as quickly as possible to minimise disruption.

3.3 Communication and Consultation

Communication is critical to the successful management of the decant process. We will identify a key member of staff (normally the Housing Officer) who will act as the single point of contact in relation to each decant and they will be responsible for liaising with customers throughout the decanting period to ensure that it goes as smoothly as possible.

We will communicate and consult with those affected, and their nominated advocates where appropriate at the earliest opportunity.

When engaging in large scale decommissioning projects we will use a variety of channels to communicate and consult which may include.

- Written correspondence
- Meetings
- E-mail
- Social media channels
- Melton Borough Council' website (www.melton.gov.uk/)

3.4 Expenses, Recharges and Other Costs

We will ensure there is sufficient budget to cover the costs for which we are responsible.

In accordance with The Land Compensation Act 1973 and updated by the Home Loss Payments (Prescribed Amounts) (England) Regulations 2015, customers are entitled to make a claim for Home Loss Compensation where they are permanently displaced

as a consequence of disposal, redevelopment, or demolition. We will always make residents aware at the time of the decant where we believe Home Loss compensation may apply.

In order to qualify for Home Loss Payments, customers must meet the following criteria.

- i. They must have occupied the property as their sole or main residence for a period of one year before the date of displacement.
- ii. They must be permanently displaced as a consequence of improvement, disposal, demolition, or redevelopment of the property and / or land. The claimant must be a tenant at the time the decision is taken to dispose, redevelop, demolish or improve their home.

Any outstanding debts owed to Melton Borough Council such as rent arrears and rechargeable repairs will be offset against any Home Loss Payment entitlement.

If a customer is evicted for a non-related breach of tenancy before they would otherwise have been required to move for decant purposes, they will not receive a Home Loss Payment.

Under the Land Compensation Act (1973), customers will be eligible for Disturbance Payment for the reasonable costs of moving from the property.

The amount payable is relevant only to the permanent displacement of the tenants. The legislation does not stipulate the level of payment and there is no time limit on tenants making a claim.

A Disturbance Payment is compensation for reasonable losses or expenditure arising from being permanently or temporarily displaced. A payment can be made in addition to a Home Loss Payment where appropriate.

Customers who wish to claim Disturbance Payments must provide receipts for the claimed items.

In helping customers decant, we will cover reasonable expenses associated with the move unless the move is because of the tenant's own actions or lack of action. This could include but is not limited to neglect of their home or external causes such as arson. These expenses will be included in our procedure document.

The details of the support provided is on a case-by-case basis, and we will work closely with the customer on their requirements to support them throughout the period of the decant process.

Where the need for a decant is a result of tenant action (such as damage, neglect or a breach of tenancy) we will recharge the tenant for the full cost of the decant and all works incurred.

3.5 Tenure and Rights

We will take all reasonable steps to ensure that tenants do not lose tenancy rights through the decant process.

We will liaise with Housing Options Team in cases where this may be appropriate to ensure that customers who may be owed a legal duty under homelessness legislation are provided with appropriate advice and support from them. Where this is not possible other options might include

- Staying with friends or relatives
- Staying in B&B or hotel accommodation at our expense
- Making use of hard to let properties (where this is appropriate to the customers' needs)
- Guest rooms

We will work with other partners, Housing Options Team or other Local Authorities to make the process of decanting permanently as smooth as possible. This covers permanent moves within the relevant local authority area.

Customers who are decanted temporarily will be provided with a 'Decant Agreement'. They will be required to sign the agreement and confirm that they understand the decant will be temporary, the options to return to their home once the works are completed and that the original tenancy will continue during the period of the decant.

In circumstances where it makes best use of stock, minimises costs and supports customers' needs we may consider making a temporary or emergency decant permanent. These decisions will be made on a case-by-case basis and approved by the Assistant Director of Housing Management.

In circumstances where a customer refuses to move back to their home after works are completed, we will serve the relevant notice to quit and take action through the courts. This may also include seeking possession of the customers substantive tenancy in addition to the decant property.

Eligibility for the Right to Buy will not be affected by either a temporary or permanent decant. This is because the Right to Buy is based on the tenant having been a tenant of a qualifying landlord and not a specific home.

3.6 Leaseholders and Homeowners

Where a property affected by major works or redevelopment proposals is in private ownership, we will offer to purchase the property at the full market value. The market valuation will be determined by the appointment of an independent RICS qualified surveyor.

For owner-occupiers who have lived in their home for at least 12 months we will also offer a home loss payment of 10% of the market value of their home. We will also meet reasonable costs associated with purchasing another home of a similar value in their preferred area either elsewhere or for owner-occupiers who express a wish to return, a new home on the development.

Where a homeowner does not reside in their property, they are not entitled to a home loss payment but may, in certain circumstances, be entitled to claim reasonable costs associated with purchasing another home of similar value elsewhere in the UK.

3.7 Responsibility and Decision Making

The table below illustrates the structure for responsibility and decision making in relation to this policy

Person Responsible	Scope
Assistant Director of Housing Management	<ul style="list-style-type: none"> Overall responsibility for ensuring that all activities are undertaken, and all performance measurements are met
Tenancy Services Manager / Senior Housing Officer	<ul style="list-style-type: none"> Responsible for the day-to-day application and adherence to this policy Responsible for authorising any enforcement action where customers refuse to engage
Housing Asset Manager / Repairs Senior Surveyor / Voids Response Repairs Officer	<ul style="list-style-type: none"> Responsible for ensuring remedial works are completed in a timely manner Responsible for providing timely updates on progress to the Housing Officer Ensure that work is planned, contractor resources are in place, a start date is defined and a programme in place before the move to the decant property.
Housing Officer	<ul style="list-style-type: none"> Responsible for providing excellent customer care to customers going through the decant process Responsible for undertaking enforcement actions where customers refuse to engage

4. Associated Legislation, National Standards and Regulation

- 4.1 Section 29 of the Land Compensation Act (1973)
- 4.2 The Land Compensation Act 1973
- 4.3 Home Loss Payments (Prescribed Amounts) (England) Regulations 2015

5. Monitoring, Evaluation and Review

- 5.1 The Assistant Director of Housing Management is responsible for monitoring the implementation of this policy.
- 5.2 This policy will be reviewed every three years. In addition, it will be reviewed:
 - Following information/ suggestions that the policy is not effective.
 - To reflect any service enhancements; and/ or,
 - Following the introduction of any relevant new legislation, regulations or guidelines.