



CANNOCK CHASE COUNCIL

HOUSING SERVICES

DECANT POLICY 2026 - 2029

Version Control

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Contents

1. Introduction	2
2. Context	3
3. The Legal and Regulatory Requirements	3
Contextual Background Legislation	3
Decant Specific Legislation	4
Other Regulatory Requirements of the Regulator of Social Housing (RSH)	4
4. Vision and Aims	5
5. How We Will Achieve Our Aims / Policy Details	5
Avoiding Decants Becoming Necessary	5
Dedicated SharePoint (SP) Site	6
Early Identification of Required Decants	6
Case Management	6
Customer Information	7
Transfer, Temporary Decant, Permanent Decant and Support Offered	7
Transfers	7
Temporary Decants	7
Permanent Decants	8
Customer Expenses and Other Support	8
Right to Appeal and Legal Action to Enforce a Decant	10
6. Risk Management	10
7. Measuring the Impact and What Does Success Look Like	11
8. Related Policies and Procedures	11
9. Consultation and Equality & Diversity	12
10. Review	12
11. Contact	12
Appendix One - Policy Definitions	13
Appendix Two - The Law	14
Appendix Three - Expanded Policy Detail	17

1. Introduction

The Council owns over 5,000 residential properties throughout the Cannock Chase District. Almost all of these are homes rented to tenants as either introductory or secure tenants, alongside around 300 leaseholders.

As part of its legal and contractual (tenancy agreement) obligations, the Council undertakes repairs and major works to its homes, to remedy faults, after unforeseen events such as fire or flood, or to help maintain and improve the quality, functionality and safety of the properties and the fixture and fittings within them.

Most repair or improvement works can be undertaken while the tenant remains in occupation, but on rare occasions this is not possible. On other limited occasions the Council may decide to demolish or dispose of a property which it is not feasible or best value for money to repair or refurbish. On these occasions, the tenant is entitled to assistance to move out on a temporary basis while the works are undertaken, before moving back in, or to move home on a permanent basis, if required.

2. Context

Decants are a rare occurrence for CCDC, in the context of the number of repairs and improvement works undertaken. This is because:

- Almost all repairs and major works can be completed without a tenant being unable to use all of their property for any considerable period
- Few tenants want the inconvenience of moving home when they had no previous plans to move to another location
- They are a last resort, due to the potential loss of use of a 2nd property while the 1st is repaired and significant cost and administrative burdens

There will be greater scope for decants in coming years, due to new legislation which came into force from October 2025. This requires very speedy responses to issues of damp and mould (and other hazards) within council homes, including providing a decant to a tenant where it is not possible to remedy the reported problem while they remain in occupation of their current home.

3. The Legal and Regulatory Requirements

Contextual Background Legislation

In addition to its contractual (tenancy agreement) obligations, CCDC is obliged to undertake repairs to its properties under the implied repairing obligation on the part of the landlord as set out in Section 11 of the Landlord and Tenant Act 1985.

These legal obligations have been enhanced from 27 October 2025, when what is known as 'Awaab's Law' came into force, providing greater protection for tenants whose homes are affected by damp and mould.

Awaab's law is part of the Social Housing Regulation (SHR) Act 2023, which enhances the regulator's ability to determine and enforce consumer standards. A key aim is to ensure higher standards of response to hazards defined by the housing health and safety rating system (HHSRS). The Government also plans to review the Decent Homes Standard and the HHSRS itself over the next few years, as part of this framework of changes.

These legislative changes come in conjunction with new and enhanced consumer (regulatory) standards the Council is expected to achieve, including the Safety and Quality Standard¹. While this does not mention decants specifically, it makes clear that we must deliver good quality, well maintained and safe homes for tenants, while protecting them from risks, which could require a decant in relevant cases.

Other legislation which must be considered includes:

- Equality Act 2010
- Disability Discrimination Act 1995 & 2005
- General Data Protection Regulation 2018
- Housing Act 1985 (in particular section 26- financial assistance towards tenants' removal expenses)
- Section 1 of the Localism Act 2011
- Housing Act 1988 (in particular Schedule 2, part 111)

Decant Specific Legislation

Tenants who are compelled to move permanently may have a legal right to compensation under the "Land Compensation Act 1973 (Sections 29 – 33). This is made up of a "Home Loss" payment, which is intended as straight compensation for the loss of the home and a "Disturbance" payment, which is paid in arrears and calculated to cover removal costs and other associated expenses.

More details of these rights are set out within Appendix Two of this policy.

Other Regulatory Requirements of the Regulator of Social Housing (RSH)

In delivering decants, the Council needs to be mindful of regulatory expectations, including that tenants will be offered no less security of tenure when they return to settled accommodation (than they had previously) and of other consumer standards, including the transparency, influence & accountability standard relating to:

- Treating People with Fairness and Respect
- Ensuring Services Meet Peoples' Different Needs
- Transparency and Accountability about what we do and how well we do it
- Customer Information - to help inform choices we offer & decisions we make
- Customer Engagement - to ensure views inform service design and delivery

¹ <https://www.gov.uk/government/publications/safety-and-quality-standard>

4. Vision and Aims

The Council will undertake repairs and improvement to properties with tenants in occupation, wherever possible. The purpose of this policy is to underpin the process the Council undertakes when it becomes necessary to provide:

- temporary or permanent alternative accommodation to a tenant (and their household) to allow major repairs or improvements to be undertaken when these cannot reasonably be done with the tenant in residence.
- permanent re-housing where a property is to be demolished or disposed of

We refer to this process as a temporary or permanent 'decant'. Further definitions related to this process are contained in Appendix One of this policy.

5. How We Will Achieve Our Aims / Policy Details

Providing the best option for tenants

In most cases, tenants do not want to have to move home because of a repair or other serious problem with their property, especially not where the timing of such a move is entirely outside their control. Decants will therefore only be considered where there is little real alternative that the tenant may be able to consider, but must be considered where a decant provides the best (or only) realistic option to both keep tenants safe and deal with the repair or other issue in a timely / efficient way.

Where it would not be unduly detrimental to a tenant or tenant's family's wellbeing, the housing maintenance (HMS) and housing property services (HPS) teams will attempt to avoid a decant (to another council property) being necessary where possible, through a proactive approach to early discussion with customers, phasing works, minimising areas in homes and the time that utility supplies are out of use, and providing safety screening or other such features that enable tenants to remain at home. New tools such as temporary on site living 'pods' will be considered as part of this approach.

Tenants may also be asked to consider options to avoid moving home where possible for a short period, by giving up use of non-essential space, staying (or having children stay) with family or friends or using time already planned to be away from the property for the period in which repairs or other works are completed. They may also be invited to temporarily move into a hotel, bed and breakfast or similar accommodation if works can be done in a very short period of time.

Each case is different and must take account of individual tenant needs and circumstances as well as the property condition(s) or remedies that have been under consideration. The case management record should record why a decant has been decided upon and the discussions which have taken place with tenants about this and any other options that were not possible.

More details about these options are set out in Appendix Three of this policy.

Dedicated SharePoint (SP) Site

The HMS, HPS and Tenancy Services Teams will have shared access to a dedicated SharePoint site for decant cases. This will include all details shared between teams in managing cases.

Service managers will oversee the effective use of this site, with all nominated or assigned operational staff ensuring its proper completion and updating for individual cases.

Early Identification of Required Decants

The HMS / HPS team will notify the Tenancy Services team (Tenancy Services) of a potential or actual required decant as soon as an inspection, visit or other report of a major repair suggests that a decant is either likely or necessary, through use of an approved proforma which also be saved on dedicated SP site referred to above.

More details about this are within Appendix Three of this policy.

Case Management

On receipt of notification that a decant is required, the involved teams will jointly develop an approved case management plan - including the basis for customer contact and engagement - based on an options assessment in each case, including consideration of customer circumstances and vulnerability.

In emergency cases, time is of the essence, so cases will be prioritised to ensure they are approved and actioned quickly. Progress reviews will be planned in all cases and service managers will oversee use of the case management process to ensure effective action and review.

More details about case management in both emergency and less urgent cases is contained within Appendix Three of this policy.

Procedures

A comprehensive suite of updated procedures will be developed to support the adaption of this policy, once approved. These will be updated to take account of legal and regulatory expectations, good practice and customer feedback.

Customer Information

The Council will make general information available for customers about decants on its website and in other formats on request.

Customers advised of the likely or definite need for them to move must be provided with information at the earliest opportunity to answer initial queries or concerns (FAQs) they may have. This will normally be provided at the initial discussion when the likely need for decant is assessed and /or at the joint visit to assess options.

A formal notification will be delivered to any tenants who are compelled to move, setting out the reason for the decision, what happens next and information about the choices and support we are able to offer them individually, the tenants obligations, the nominated officer contact details, plus any other information decided as part of approving the case management action plan. In urgent cases, this will be delivered by hand to ensure timely receipt by the tenant.

Customer information will advise any tenants who are required to move home temporarily that they will receive the same security of tenure as they enjoy in their existing tenancy, when they move back into settled accommodation.

Transfer, Temporary Decant, Permanent Decant and Support Offered

Transfers

Some tenants who are affected by repairs / improvements that could lead to a decant may have already asked to move (transfer) home and be eligible to bid for or be matched to alternative properties. Where we are notified that a decant may become likely for such a tenant, a transfer may be prioritised to enable a move before the decant becomes urgent. Any offers of an alternative property in these circumstances will be considered as a transfer unless and until the Council notifies the tenant that they are compelled to move home. Transferring tenants will not be entitled to decant-specific financial and other support but can be helped through housing service support and hardship funding offered by the Council.

Temporary Decants

Where a tenant's entire household needs to move out of the property temporarily, the tenant may be offered the choice of a temporary or permanent decant (if they are not able to make their own arrangements). In emergency cases, such as those

under Awaab's law, the tenant is likely to need to be offered alternative emergency accommodation as a first stage, whether they intend to return to their property or not. Tenants who move temporarily should be offered relevant decant support, including an assessment of what their housing needs are and financial support for their reasonable expenses in moving from and back into their home.

The Council will take reasonable account of the tenant's needs and preferences when considering what alternative properties to offer but cannot guarantee to meet all their needs and preferences in providing temporary re-housing. Any accommodation provided will be suitable for their needs on a temporary basis, but may, for example, be smaller in bedroom size and in a different location than the home they are to return to.

Permanent Decants

Tenants will be offered a permanent decant, where it is not possible for them to move back to their home, if they had not already requested a transfer and / or they have not been able to be transferred at the time they are required by us to move out.

In this case, we will offer decant support including claims for home loss payment and financial support for their reasonable expenses in moving (disturbance payments).

In emergency situations where the timescale does not allow a suitable permanent decant to be offered by the time the customer has to move out (including time-sensitive Awaab's law or similar cases), tenants may (have to) be offered a hybrid of:

- Emergency temporary accommodation (or making their own arrangements) initially or
- a property that does not fully meet all of their defined needs; and
- permanent accommodation when another property becomes available or when arrangements can be made to meet full adaptation or other needs

In this case, decant support and disturbance payments will need to take account of these circumstances and the relevant expenses incurred by the customer.

Where tenants choose to move permanently but had the option to move back to their existing home, they will be offered decant support including disturbance payments but are **not** entitled to a home loss payment, as they have not been compelled to move home permanently.

The Council may nominate an affected tenant to a housing association which has asked us to advertise an empty property, as part of its nomination arrangements, with the agreement of the tenant concerned.

Customer Expenses, Support and Communication

The Council will consider reimbursement of any reasonable costs a tenant may incur where a tenant is required to move home temporarily or permanently by the Council

and either the customer makes their own arrangements in liaison with the Council (for a temporary move) or accepts one of the rehousing or other temporary options that is agreed with them, or which is reasonably offered to them.

Where the requirement for a decant has resulted from damage, negligence or neglect which a tenant is responsible for or where they have undertaken unsafe, faulty or unauthorised alterations and/or they owe rent arrears or other debts, any financial support may be adjusted to take account of the tenant's liability for the work required and/or the amount they owe to the Council.

The Council will also offer associated support, through Tenancy Sustainment Officers to help ensure a tenancy can be sustained throughout a temporary move or to help settle into new permanent accommodation, where required.

In all cases, timely, accurate and ongoing communication, in a format that is suited to the tenant's individual needs will be maintained. This is particularly important when a new (potential) decant need is first identified, in making relevant arrangements with the tenants concerned and for tenants who are moving back to their original homes once work is undertaken, throughout the period they are decanted to ensure they are kept informed and any changes in circumstances or needs are quickly identified.

Feedback will be sought from tenants who have been subject to the decant process to help ensure learning is embedded in any future processes and cases undertaken. The housing management team will consider all feedback received.

Discretionary Home Loss Payments

If the conditions for a statutory Home Loss Payment have not been satisfied throughout the period, but are satisfied on the date of displacement, then Council may make discretionary payments: this is entirely at Council's discretion and must be approved by Head of Housing and Corporate Asset.

Where discretionary Home Loss Payments are approved, the amount paid must not exceed the amount paid for statutory Home Loss Payments. Tenants who are to lose their home permanently due to sale or transfer of properties do not qualify for statutory payments, but Council will consider making discretionary payments in those circumstances. Council will not make any discretionary payments where the need for to decant has arisen due to wilful or negligent actions of the tenant, or a member of their household.

Discretionary Disturbance Payments (Temporary Decants)

Where there is not any statutory entitlement to Disturbance Payments due to the decant being temporary, Council may on a discretionary basis provide financial assistance to tenants up to any limits in this policy; this is entirely at Council's discretion. Any discretionary payment will need to be authorised by the Head of Housing and Corporate Assets.

We will not make any discretionary payments where the decant need has arisen due to wilful or negligent actions of the tenant, or a member of their household e.g. where they have caused a fire.

In these situations, we will only refer the tenant to the local authority Housing Option Service for assistance. If Council decides to make a discretionary disturbance payment, evidence must be provided for all costs, as reimbursement will only be paid when bills or receipts are submitted with any claims, unless we agree to pay a one-off lump sum amount. Claims can be for costs incurred when moving out and returning to the permanent property.

Right to Appeal and Legal Action to Enforce a Decant

Where tenants are not content with decisions made, after they have been consulted, they will be offered a right to ask for a more senior manager than those making any decisions to review the case, subject in urgent cases, to legal timescales for any associated works to be inspected, started or completed. This could mean normal review timescales are shortened or a review has to take place retrospectively.

If a customer refuses to move, after reasonable steps have been taken in relation to the agreed case management plan, they may be subject to legal proceedings. They will not be entitled to compensation or reimbursement for any alternative source of accommodation they seek or for any loss incurred (except any statutory home loss payment) and may be liable for the Council's legal costs. Details of grounds for possession are set out in Appendix Two of this policy.

6. Leaseholders

There may be instances where a leaseholder has rented out their property and therefore has a contractual agreement with their tenant. In such cases, the Council will not be responsible for decanting the tenant of the leaseholder, the leaseholder (being the Landlord) will need to make arrangements for any alternative accommodation, rent and/or compensation.

In the unlikely circumstances that any planned works will require leaseholders to be decanted, full consultation will be undertaken at as the earliest stage possible. The Council will seek legal advice if it is prevented from fulfilling its repair and maintenance obligations as a result of a leaseholder refusing to be decanted.

While the Council may not have the same duty to provide alternative accommodation to leaseholders as it may for its tenants in respect to temporary decants, we may provide suitable alternative accommodation where:

- there is an obligation under the terms of the lease

- the decant is required as a result of the Council's action's, failure to act or negligence
- it may help facilitate the progress of essential works.

Any leaseholder being moved to alternative accommodation within the Council's own housing stock will be required to return to their principal home as soon as the works have been it is available for occupation.

Leaseholders will be expected to recover their costs through their own insurance.

7. Risk Management

A revised robust process is in the process of being developed to help manage cases, including those related to new legislation (Awaab's Law). The procedures associated with this policy will be updated to reflect this.

All decants will be subject to an individual approved and reviewed case management plan, including the option to take legal action where required to ensure the best interests of the customer and the Council are protected.

8. Measuring the Impact and What Does Success Look Like

All decants will be reported to the management team, including details of:

- Number of decants annually
- The reason for the decant being required
- Whether a temporary or permanent decant was offered
- Decant Period (if temporary) including the repair and improvement timescale
- Decant costs, including any compensation paid
- Customer Feedback

9. Related Policies and Procedures

- Asset Management Strategy
- Repairs and Maintenance Policy
- Allocations Policy
- Tenancy Management Policy
- Vulnerability Policy
- DFW (Adaptations Policy)
- Tenancy Agreement

10. Consultation and Equality & Diversity

The Council will ensure its policies and practices are non-discriminatory and will promote equal opportunity by preventing and eliminating discrimination on the grounds of race, disability, gender, sexual orientation, religion, belief or age. The decant process will be accessible, responsive and sensitive to the diverse needs of individuals.

The Decant Policy Equality Impact Assessment identifies that in some cases where decants are required, especially in an emergency, some vulnerable tenants could be impacted negatively compared to others. In particular, older people, disabled residents, pregnant women and new mothers. The policy includes options to minimise cases where such tenants are affected and incorporates tailored management plans and communication to help individuals where they are, thus responding to specific protected characteristics and individual vulnerability needs.

This policy will be subject to a 6-week consultation exercise with tenants and any comments duly considered for amendment, as deemed appropriate.

11. Review

The Council will review this policy every three years (or sooner if there are significant legislative or regulatory changes, affecting its implementation).

Individual decisions will be subject to the implementation and monitoring set out above and a right of review and reconsideration by a manager more senior than officers already involved in the case. Customers will be advised of this right of review as part of discussing and agreeing an action plan with them.

12. Contact

To find out more about decants please contact either the Housing Maintenance, Housing Property Services, Allocations or Neighbourhood Management teams at the council, as relevant at:

Cannock Chase Council, Civic Centre, Beecroft Road, Cannock, Staffordshire,
WS11 1BG

Call 01543 462 621 or for more information and for team email addresses, visit:
www.cannockchasedc.gov.uk/housing

Appendix One - Policy Definitions

- **Decanting** – is a term used to explain the process where a CCDC requires residents to move from their homes because of redevelopment /disposal plans or because major repairs or improvements are needed to the property. Depending on the extent of the works and the personal circumstances of the tenants, a tailored approach will be taken to deciding if the move should be a permanent decant or a temporary decant.
- **A Permanent Decant** – the tenant is compelled to move out of their property permanently by CCDC to enable extensive works / demolition or disposal and there will be no intention or requirement to return.
- **A Temporary Decant** – when a tenant is required to move out of their property and does so for a short-term period, to enable extensive works to be carried out. There must be an expectation and intention for the tenant to move back into their property permanently.
- **Decant Period** - When major redevelopments are planned, the “Decant Period” will begin at the date upon which a project is approved, or a decision is taken not to relet any vacant properties within the project (whichever date is the earlier). This is the date from which a tenant(s) may potentially become eligible for home loss and / or disturbance payments.
- **Emergency or Urgent Decant** - Where an unexpected event or identified hazard has caused a property to become uninhabitable and CCDC are to identify suitable accommodation without delay, including staying in bed and breakfast or hotel accommodation (board only) at CCDC’s expense, if other options such as staying with friends or relatives or is not feasible.

Appendix Two - The Law

Home loss Payments and Disturbance Payments

Home Loss Payments

The main points of the Act concerning home loss payments are:

- the tenant must be displaced from their home.
- the displacement must have been in consequence of the proposed redevelopment or refurbishment.
- the person must:
 - have been a tenant of the CCDC, and
 - have occupied the premises for at least one year (at the date of displacement) as his or her only or main residence.

Home loss payment may be claimed at any time within six years of the move date, and payment must be made within three months of the date of receipt of the completed claim.

Home loss payments are subject to Statutory Instruments (SI) laid before Parliament, currently [The Home Loss Payments \(Prescribed Amounts\) \(England\) Regulations 2023](#):

- for tenants, a minimum payment of £8,100; and
- for leaseholders (who are entitled to 10% of the market value of their interest in the property) a minimum payment of £8,100; and maximum of £81,000.

Disturbance Payments

A disturbance allowance is paid to cover expenses that occur as a direct consequence of a tenant being decanted on a temporary basis. There is no minimum qualification period for disturbance costs, but the claimant must be the tenant at the time of the decision to decant. The basis of the Disturbance Payment is to ensure that the tenant is not financially out of pocket due to the move.

CCDC will cover all reasonable expenses associated with moving to temporary accommodation whether that is accommodation found by the tenant themselves or to a property offered by CCDC from the stock it manages, including:

- Removal of furniture from/to the decant and back to the tenant's own home
- Temporary storage of furniture.
- Temporary redirection of mail.
- Broadband fees unavoidably lost or incurred (in addition to current costs)
- Decoration in the decant property (if within CCDC housing stock) subject to the decant period
- Buying and fitting of carpets in the decant property (determined by quotes obtained from approved contractors)

- A contribution towards utility bill costs (where tenants have found their own accommodation with family and friends)
- Free disconnection and re-connection of appliances and utilities (which will be undertaken directly by CCDC operatives / contractors)

Any other costs incurred by the tenant as part of the decant process will be considered on a case-by-case basis.

The tenant will be expected to use the Council's recommended supplier or provider where one is notified to them. If they choose a different supplier or provider compensation will be restricted to the level which would have been incurred had the Council's recommended option been used. Costs will only be reimbursed if agreed in advance with CCDC and upon receipt of valid receipts confirming the expenditure has been incurred.

Payment levels will be adjusted to take account of a tenant's breach of their tenancy agreement, including the cost of any work which the tenant is liable for, rent arrears or other debts owed to the Council.

Refusal to Move

If a resident refuses to move after an offer of suitable alternative accommodation, CCDC has the legal right to gain possession of the property for decanting purposes.

There are two grounds in Part 2, Schedule 2 to the Housing Act 1985 which can be used where a court can be satisfied that suitable alternative housing has been offered:

Ground 10: "The Landlord intends, within a reasonable time of obtaining possession of the dwelling house:

- to demolish or reconstruct the building or part of the building comprising the dwelling-house, or
- to carry out work on that building or on land let together with, and thus treated as part of, the dwelling-house, and cannot reasonably do so without obtaining possession of the dwelling-house."

Ground 10A: "The dwelling-house is in an area which is the subject of a redevelopment scheme approved by the Secretary of State or the Housing Corporation in accordance with Part V of this schedule and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling-house in accordance with the scheme" or "Part of the dwelling-house is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme and for that purpose reasonably requires possession of that dwelling-house."

Secure tenants that are decanted into other accommodation on a temporary basis will assume and sign a decant agreement for their temporary home. The agreement will be used because the decanting Tenant's principal home will be the property where work is being carried out. The temporary accommodation will be taken out of the rent roll during the temporary occupation.

The tenant will also sign a separate undertaking stating that they will return to their original home once works are completed and they understand if they do not do so that CCDC will take legal action to repossess the temporary accommodation.

After the works are completed if the Tenant wishes to remain in the alternative accommodation and this of a suitable size, this may be agreed. (They will not however be entitled to any home loss payment as they have not been compelled to move).

If, however, the tenant refuses to return to the original property and refuses to stay permanently in the temporary home (by terminating their current tenancy and signing a new tenancy agreement for the decant property), CCDC will take legal action to address this, utilising Ground 8 of Part 1, Schedule 2 to the 1985 Housing Act:

Ground 8- "The Dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he occupied as his only or principal home and –

- a) The tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home,
- b) The tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the work, the other dwelling-house was again available for occupation by him under a secure tenancy and
- c) The works have been completed and the other dwelling-house is so available."

Actions/acts of omission by the tenant and/or their household

CCDC reserves the right to distinguish between decant situations which result from the action or omission of the tenant (or household member / visitors) and those which do not, in terms of choices, support and legal action considered, including the potential for seeking possession of a tenant's home, even where a decant is provided.

Examples of such actions or omissions include but are not limited to:

- Damage caused to the property due fire or flooding following a deliberate act or acts of neglect / negligence.
- Wilful damage caused to the property's interior, exterior or structure.
- Alterations carried out by a tenant (whether approved by CCDC or not) which have caused damage to the property.

Appendix Three - Expanded Policy Detail

Avoiding a Move Into Other Council Accommodation Being Necessary

The Housing Maintenance (HMS) and Housing Property Services (HPS) teams will attempt to avoid a decant being necessary, where possible through:

- Early discussion with the customer to explain the works required and to discuss their needs so this can inform a plan which avoids the need to move
- Phasing works so that whole properties are not taken out of use at once
- Minimising the amount of space in a home that is taken out of use to the least amount of area required to safely undertake the work required
- Reconnecting electricity, gas, heating and water supplies, on evenings, overnight, weekends and for other periods where work is not being undertaken which had required temporary disconnection of utilities or appliances affected.
- Providing safety screening, on site live-in pods or similar equipment so that tenants have access to a suitable means of eating, sleeping and washing and can safely use other parts of their home that are not being worked on

Other Options

Tenants may also be asked to consider other options, where possible, if the work required can be completed in a relatively short period of time, including:

- Giving up use of any non-essential space in a home, such as a second downstairs lounge and including sharing a bedroom, where this is for a very limited and defined period
- Children temporarily staying with another trusted family member or friend (if this enables other household members to continue to live at home)
- The entire household stopping temporarily with one or more family or friends or using local amenities / facilities in the local area
- Staying in hotels, bed and breakfast or similar accommodation where the work is short term and such an approach is suitable and cost effective
- Using any time they had planned to be away from the property, such as working away from home or taking a break to undertake the repairs required

Whether any of the above options can be considered will depend on the individual circumstances of each case.

Decant Notifications and Referrals

The HMS or HPS team will notify the Tenancy Services Team (Tenancy Services) of a potential or actual required decant as soon as an inspection, visit or other report of a major

repair suggests that a decant is either likely or necessary. This notification will be sent to the Team Leaders in Tenancy Services, plus the two Assistant Tenancy Services Managers (ATSMs).

The referral will link to the relevant folder(s) on the Dedicated SP site and will include a proforma of all relevant details, approved by the Assistant Manager or Manager of the HMS or HPS Team, as relevant. It will include:

- Basic tenant and property information, including size and type of property
- The repair details, including type and timescale for work (in simple terms, as would be reported to the tenant)
- Why a decant is required and the work cannot be completed with the residents in situ
- Whether the decant request is subject to an Awaab's law (or similar) regulatory timescale for work to begin
- Expected (or required) start date
- Assigned Officer in HMS and HPS teams responsible for the case
- Details of any conversation with the customer about the decant and their comments, concerns or queries at that stage
- Any other relevant information about the request

Case Management - Awaab's Law and Similar Emergency and Urgent Cases

In Awaab's law (and similar) cases, time is of the essence.

On receipt of the decant notification above, the tenancy services team leaders (or, in their absence the ATSM(s)) will assign an officer or themselves to lead on managing the case. Together with the assigned maintenance lead, they will jointly agree an action plan related to the individual case, normally within 72 hours, or if necessary, within 24 hours where this required.

This will include:

- Assessment of the immediate options available, based on the timing, timescale of works and details of the tenant and tenant needs affected
- A joint (at least one Tenancy Services and one Housing Maintenance Officer) visit to the property to discuss the available options with the customer affected. For some tenants, this may also include a Tenancy Sustainment Officer or external support agency representative, dependent upon the circumstances
- Completion of the options document (see procedures) which sets out what has been agreed (or cannot be agreed) with the customer and the steps required under each option

- An assessment of any individual needs and tenant vulnerability, to be considered in the decisions made

This will be saved on the dedicated SP page and the TSM, ATSMs and relevant HMS and/or HPS manager(s) and assistant manager(s) informed of its completion. The options document may include a request for authorisation to:

- Notify the tenant that they are compelled to move home and the reasons why
- Allocate an empty property as a permanent decant management move, including in exceptional cases, excluding a property from advert or shortlisting; withdrawing / withholding an offer to another applicant; and / or acceleration of void works as an urgent priority
- Agree funding for other temporary accommodation, such as a hotel, bed and breakfast or similar accommodation types
- Agree proposals for other support and funding proposed to support either a temporary or permanent move, as may be reasonably required
- Approve the tenant's entitlement to home loss and/or disturbance payments
- Confirm to the tenant that the Council is or is not prepared to support requests they have made about the options available (with an explanation) or
- Take action against the tenant for not engaging, refusing to move or not allowing reasonable access to the property

The TSM and/or ATSMs, in liaison with the relevant manager or assistant manager(s) in Housing Maintenance and Housing Property Services will jointly prioritise discussion and approval of the plan and any authorisations or other guidance required, for completion by the required work start date.

Approval and guidance will always include arrangements to review progress, to ensure any necessary accelerated early action is progressed.

Case Management - Other Cases

Other decant cases will be managed in the same manner as above, but with longer timescales agreed to match the relevant timescales for decisions to be made. A visit and initial action plan will however normally be made within 28 days of the initial (potential) decant notification being received.

Action to follow up the case may be over a period of weeks following action plan approval, but this will be signed off by the relevant ATSM/TSM in liaison with the AMM/HSM, based on the severity of the case and individual case details. Though accelerated early action is less likely to be required, a process for regular review will be agreed in each case, consistent with the issues at hand.