



DECANT POLICY

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History of most recent Policy Changes – Must be completed			
Date	Section	Change	Origin of change (eg change in legislation)
18.09.2025	11	Removal of right to make deductions from Homeless Payments	Clarity on current legislation.

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1. Policy Statement

- 1.1 This Policy aims to ensure that East Devon District Council (“the council”) delivers a positive customer experience and complies with legal, regulatory and contractual requirements when the move (decant) of a customer is required.
- 1.2 Customers may be required to move to enable major works, improvements or the redevelopment of their home. The council commits to consult and, where necessary or required, compensate customers and assist with the move to minimise disruption to our customer, whether the move be temporary or permanent.
- 1.3 This policy covers the council’s approach to Home Loss and Disturbance payments.

2. Scope

- 2.1 This policy applies to Council tenants (“customers”) in rented council housing stock. However, there may be occasions when residents in leasehold properties are required to move for a short period of time. This policy sets out the Council’s approach to both tenants and leaseholders.
- 2.2 This policy also applies to Council staff involved in the management and maintenance of Council housing stock. In particular, the estate management and property and asset departments.

3. Definitions

- 3.1 “Decant” – the term given to where a customer is required to move from their permanent settled home, either temporarily or permanently, for the purpose of major repairs, planned improvement work, unplanned events, disposal, redevelopment, or demolition.
- 3.2 “Emergency Decant” – the term given when an unexpected event has occurred (e.g., major flood, escape of water, fire, etc.) and the customer’s permanent settled property becomes uninhabitable for a period of time.
- 3.3 “Decant Agreement” – a document which details the reasons for decanting, what will happen during the decant period (e.g., removals and costs, expectations around rent, etc.).

- 3.4 “Disturbance Payment” – This is compensation for reasonable losses and costs incurred where a customer is permanently or temporarily displaced from their permanent settled home. Disturbance payments can be made in addition to a Home Loss Payment.
- 3.5 “Home Loss Payment” – A customer is entitled to a home loss payment when they are displaced from their home by compulsory purchase or in other circumstances specified in section 29 of the Land Compensation Act 1973.

4. Policy Objectives

- 4.1 To ensure that the council complies with regulatory and legislative requirements, including the payment of compensation where required.
- 4.2 To ensure a fair, consistent, and effective approach towards decants across the council.
- 4.3 To ensure that disruption to our customer’s is kept to a minimum, ensuring customers are decanted for the shortest possible period of time.
- 4.4 To manage decants in an efficient and sensitive manner and to provide support (financially or otherwise) and assistance to its customers.
- 4.5 To ensure fairness in the calculation of any monetary compensation in relation to discretionary disturbance payments to customers (where not determined by statute).
- 4.6 To maximise customer satisfaction with the decant process.
- 4.7 To minimise decanting costs for the Council.

5. Consumer Standards

- 5.1 In terms of the Consumer Standards, the Social Housing Regulator has identified a number of key indicators which are relevant to decant accommodation and by which it will measure landlord performance, including the following:

Homes Standard

1.1 Quality of accommodation

Registered providers shall:

- (a) *Ensure the tenant’s homes meet the standard set out in section five of the Government’s Decent Homes Guidance and continue to maintain their homes to at least this standard.*

- (b) Meet the standards of design and quality that applied when the home was built, and were required as a condition of publicly financial assistance, if these standards are higher than the Decent Homes Standard.*
- (c) In agreeing a local offer, ensure that it is set at a level not less than these standards and have regard to section six of the Government's Decent Homes Guidance.*

1.2 Repairs and Maintenance

Registered providers shall

- (a) Provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants, and has the objective of completing repairs and improvements right first time.*
- (b) Meet all applicable statutory requirements that provide for the health and safety of occupants in their homes.*

Tenant Involvement and Empowering Standard

1.3. Understanding and responding to the diverse needs of tenants

Registered providers shall:

- (a) Treat all tenants with fairness and respect*
- (b) Demonstrate that they understand the different needs of tenants, including in relation to equality strands and tenants with additional support needs.*

6. Types of Decant

6.1 Emergency Decant

Where there is an immediate health and safety risk to a customer remaining in their home, and this risk cannot be immediately mitigated, the council will implement an Emergency Decant. The property would usually become uninhabitable in this way due to fire, flood, serious gas or electrical fault, or an issue that means the property cannot be secured overnight. In this scenario, we will consider the following options:

- Staying with friends or relatives.
- Staying in temporary accommodation such as a B&B or Hotel at the council's expense.

6.2 Temporary Decant

A temporary decant is usually a planned move for the customer to reside at alternative accommodation whilst work is carried out in their home. The customer is decanted for a set period of time, with the intention for them to

return to their home on completion of the works. Where a temporary decant is for a short period of time, the council will consider the following options:

- Staying with friends or relatives.
- Staying in temporary accommodation such as a holiday let, B&B or Hotel at the council's expense.
- Temporary provision of alternative accommodation through the council's own housing stock.

Where a temporary decant is planned for a longer period of time, it is preferable that a suitable alternative property will be offered through the council's own housing stock and the customer will be asked to sign a licence agreement for the temporary accommodation. The customer will continue to pay for their main tenancy, with the council covering the rental costs of the temporary accommodation. Where a customer is in receipt of Housing Benefit or the Housing Element of Universal Credit, the council will support them to update their claim with this information.

In the event that a customer refuses to return to their permanent accommodation, legal action will be taken.

There may be occasions when a temporary decant becomes a permanent move, for example when the scale or the works become so great that we consider full renovation, demolition or disposal of the property. The customer may also request this during the consultation period. In such circumstances, the permanent move will be considered in line with the council's allocations policies and procedures. It is important to note that where a claim is made against the council's insurance, a permanent move cannot be offered as this will void our claim for rent loss on the temporary accommodation.

6.3 Permanent Decant

Where the council has identified a property for disposal, demolition, or major refurbishment that alters the footprint/use of the property, a permanent decant will be needed. The council will offer a tenancy for a suitable alternative home and will work with the customer to ensure their needs are met through this process. Where the council cannot offer a suitable alternative property, they will work with the customer and the allocations team to seek alternative options through Devon Home Choice.

Where a customer is on an Assured Shorthold tenancy, or an Excluded Licence Agreement, the council's landlord service is not obligated to re-house them. However, we will work with the allocations and homelessness teams and seek to be informed by the Equality Impact Assessment that will need to be completed alongside any Section 21 Notice (AST) or Notice to Quit (Licence).

7. Homeowners and Leaseholders

Where major works, renovations, and/or refurbishments are being considered, the council will consult with Homeowners and Leaseholders both informally and formally under Section 20 of the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002. Where a homeowner or leaseholder is affected, such works cannot begin until a solution has been negotiated that is acceptable to both parties. The council may consider the following options:

- A move to temporary alternative accommodation, such as a B&B or Hotel.
- A short-term tenancy in the case of protracted major works.
- Purchasing the customer's home at the market value where demolition is planned or protracted major works.
- Offer of a new home where demolition is planned for redevelopment and a suitable property is planned within this development.

If the council's ability to carry out major works was delayed or stalled because we have not been able to secure possession of freehold or leasehold properties included in an approved scheme, we may have to seek legal advice on the way forward if a resolution cannot be found that is mutually acceptable within a reasonable timeframe.

8. Support for Customers

The council are committed to supporting their customers through the decant process, whether temporary or permanent. Each customer should be subject to a tailored support package, alongside an Equality Impact Assessment that assesses their needs and the effects that the decant may have on the individual (particularly if they have additional support needs). This support could include help with packing, unpacking and removals, disconnection and reconnection of whitegoods and appliances, connection of telephone lines, and accompanied viewings.

The cost of this assistance may be deducted from any other eligible disbursement payments.

9. Power to Decant

9.1.1 Where a customer declines an offer of suitable accommodation and their refusal:

- has health and safety implications for the customer and/or their family.
- has health and safety implications for other customers/properties.
- delays the start of planned or unplanned major repair works, refurbishment, or approved redevelopment.

The council has the ability to instigate legal proceedings to obtain a court order requiring the customer to move from their property.

10. Void Standard

10.1 Where an existing property within the council's own stock is used as temporary accommodation for decant purposes, we will employ the following void standard above and beyond our base-line void standard for homes that are ready to let, in order to ensure the customer is able to reside comfortably in the temporary accommodation:

- Carpeting and flooring will be provided throughout the property.
- Window Coverings
- Clean Decor
- A full sparkle clean will be carried out prior to use and occupation by the customer (it is the customer's responsibility to hand the property back in the same state of cleanliness).
- Any grassed areas will be cut prior to the use and occupation by the customer (it is the customer's responsibility to maintain these areas during their occupation).

11. Home Loss Payments

11.1 Home Loss – Rented Properties

11.1.1 Home loss payments will be made to tenants who have lived in their property for a minimum of twelve months and are required to move home permanently as a result of redevelopment or demolition of their home. Home Loss Payments will be paid in accordance with the Planning & Compensation Act 1991 and the Land Compensation Act 1973.

11.1.2 The amount of prescribed home loss to be paid is contained within the Home Loss Payments (Prescribed Amounts) (England) Regulations. This amount is reviewed annually by the Government and can be found at: legislation.gov.uk.

11.1.3 In accordance with the Planning and Compensation Act 1991, home loss payments will only be made when:

- The tenant has been living in the property for one year before they have to be permanently decanted.
- The tenant has been living in the property as their main or only residence.
- The tenant is required to move as a consequence of improvement or redevelopment (repairs do not qualify for payment).

- The tenant must be in occupation of the property in question on the date of the qualifying action.

11.1.4 The council may decide to make a discretionary payment for a tenancy of less than one year where it may serve the council's interests.

11.1.5 Only one home loss payment will be made per property, with any outstanding monies owed to the council (such as rent arrears) being deducted from the payment.

11.1.6 The council will make Home Loss payments as soon as reasonably possible after the property has been vacated.

11.1.7 Details of current prescribed amounts for Home Loss Payments can be found here: [The Home Loss Payments \(Prescribed Amounts\) \(England\) Regulations 2023 \(legislation.gov.uk\)](#)

11.2 Home Loss - Leaseholders and Homeowners

11.2.1 Where the demolition of a property or protracted major works is required, and the property is in private ownership, the council will look to purchase the property as the full market value, as determined by the appointment of an independent RICS qualified surveyor.

11.2.2 For owner-occupiers who have lived in their home for at least 12 months, the council will consider a Home Loss payment of at least the minimum rate as set out by the government. The council will also consider meeting the reasonable costs associated with purchasing another home of similar value, whether elsewhere or by return to the re-developed site.

11.2.3 Where an owner does not occupy the property, they are not entitled to a Home Loss Payment. However, they may, in certain circumstances, be eligible to claim reasonable costs associated with purchasing another home of similar value elsewhere in the UK.

11.2.4 If advanced financial support is given as a Disturbance Payment, the Council reserve the right to deduct this from the final sum of the Home Loss Payment.

11.2.5 Details of current prescribed amounts for Home Loss Payments can be found here: [The Home Loss Payments \(Prescribed Amounts\) \(England\) Regulations 2023 \(legislation.gov.uk\)](#)

12. Disturbance Allowance

12.1 Disturbance payments will only be made in accordance with the council's own policy, to people who are in lawful possession of their tenancy and are required by the council to move due to improvement or redevelopment work, either to another property temporarily, or to people who have lived at a property less than twelve months and are required to move home permanently (and therefore may not be entitled to a Home Loss Payment).

12.2A disturbance allowance is to compensate a customer for costs they have incurred by their displacement and the amount shall be equal to the reasonable expenses associated with their move.

12.3A disturbance payment can be made in addition to a Home Loss payment, however this is at the council's discretion.

12.4 The Council will cover reasonable expenses incurred by the customer and costs associated with any displacement unless the decant arose as a result of the customer's acts or omissions. This could include, but is not limited to, wilful neglect and deterioration to the property caused by the customer or intentional damage.

12.5 The council deem the following list to be reasonable expenses:

- cost of removal firm (vulnerable customers can also claim for packing of belongings);
- disconnection and reconnection of domestic appliances;
- disconnection and reconnection of telephone lines and extensions;
- disconnection and reconnection of television aerials or satellite dishes;
- redirection of post (for up to 6 months for permanent decants);
- the uplifting and refitting of existing carpets. Where this is not possible then payment for new carpets will be made up to a maximum amount of £13 per square metre including underlay/door bars/gripper rods etc, delivery and fitting;
- re-provision or refitting of disability aids and adaptations;
- additional travel expenses to work or in continuing their normal routines at an approved mileage rate as determined by the HMRC (this is not applicable to permanent moves);
- Food allowances (where accommodation is not self-catering):
 - Per Adult Per Day £20
 - Per Child Per Day £10
- Where staying with family or friends, a weekly allowance of £70 to support with additional costs incurred by the friend/family.
- Any other reasonable costs incurred, as agreed by the council at the council's own judgement and discretion.

12.6A claim can only be made against costs actually incurred by a customer (other than food allowances and weekly allowances, which are a flat rate).

- 12.7 In the event of a claim being disputed then the matter will be dealt with in accordance with the council's Complaints Procedure.
- 12.8 On completion of the work the customer is required to submit their receipts prior to payment being made by the council. The onus is on the customer to submit the required receipts to support their claim.
- 12.9 Where a decant situation arises as a direct result of the customer's action or inaction (such a damage, neglect, breach of tenancy) the Council will recharge the customer for all costs associated with providing alternative accommodation and repairs.

13. Right to Buy/Right to Acquire Implications

- 13.1 Unless a demolition notice has been issued, customers with the Preserved Right to Buy (usually Secure Tenancies) cannot have this right removed either by temporary or permanent decant, as their tenure should follow them.
- 13.2 Where a customer's property is eligible for the Right to Acquire, and a permanent decant is required, the council should endeavour to source an alternative property that is also eligible for the Right to Acquire. Where this is not possible, customers must be made aware of their decision to accept a property without the Right to Acquire attached.

14. Communication

- 14.1 The Council recognises that it can be a daunting prospect and stressful experience for a customer to be displaced from their permanent settled home. Therefore, we will make every effort to minimise any concerns by providing information and advice prior to, and during the period of decant. This will include, but not be limited to, the following:
- 14.1.1 A full description and planned timetable for the works to be undertaken.
 - 14.1.2 Regular contact and updates throughout the process.
 - 14.1.3 Provision of a customer friendly guide, outlining the key information relating to decants (including payments and allowances)

15. Tenant Responsibilities

- 15.1 Whilst residing in temporary accommodation, the customer remains bound by the terms of their tenancy agreement. This means that any action or omission that constitutes a breach of tenancy could result in action being taken against the tenancy held at their permanent residence.
- 15.2 Customers in temporary decant accommodation remain responsible for the payment of rent, utility bills, and council tax at their permanent residence. The council will cover all costs associated with the temporary accommodation.

- 15.3 Customers must not return to their permanent residence without prior permission and arrangement, due to the property falling under HSE regulations whilst works are underway.
- 15.4 If a customer has their temporary accommodation removed due to their behaviour/conduct at the premises, then the Council reserve the right to refuse any further sourcing or financial support for temporary accommodation and the customer will become liable for arranging and paying for their own accommodation without right to claim back the costs incurred.

16. Tenant Damage and Neglect

- 16.1 There are times when a decant situation arises following an act or omission by the customer. For example:
- 16.1.1 Deliberate fire setting and or flooding of the property or neglecting to mitigate any damage to the property.
 - 16.1.2 Allowing a property to become uninhabitable as a result of failing to maintain their property as per the terms of their tenancy agreement (pest infestation, hoarding, etc.).
 - 16.1.3 Malicious and/or deliberate damage or neglect.
 - 16.1.4 Unauthorised alterations by the customer which has resulted in the property becoming unsafe.
 - 16.1.5 Failure to report repairs to the council as and when they arise, therefore not enabling us to effectively maintain the property.
 - 16.1.6 Not allowing the council, or its contractors, access to attend to repairs which results in more extensive damage to the property.
- 16.2 The Council reserves the right to take legal action against a tenant where their actions or inactions have caused damage and deterioration to the property and where this is considered to be a breach of the tenancy conditions.
- 16.3 Where neglect or deliberate damage is suspected, sufficient evidence must be gathered to support this claim.
- 16.4 In circumstances where there are emergency repairs or health and safety related repairs, the tenant will be entitled to alternative accommodation. However, for other repairs advice should be sought from our legal team around whether or not we wish to pursue possession proceedings before carrying out any repair/remedial works.
- 16.5 The customer will also be liable for the cost of repairing the property and any costs incurred will be recharged to the customer.

17. Consultation

- 17.1 The council commit to enter into consultation with customers regarding potential decants at the earliest possible stage. However, this may not always be achievable, particularly where emergency decants are required. The consultation may include drop-in sessions, community meetings, and/or one to one appointments to assess the customer's needs and ensure they are fully informed of our proposals.
- 17.2 The Council will nominate a key member of staff (normally the Housing Officer – Estate Management) who will act as a single point of contact for the customer in relation to each decant. The Housing Officer will be responsible for liaising with customer throughout the decant process.

18. Right of Appeal

- 18.1 If a customer is unhappy with the process and standard experienced during a decant of any kind, then they can submit a complaint to the council in line with our Complaints Procedure.
- 18.2 If there is a dispute regarding compensation payments related to the Home Loss Payment or Disturbance Payment, then a claim can be made to the Upper Tribunal (Lands Chamber) to determine the appropriate compensation due.

19. Key Outcomes

- 19.1 The council will operate their Decant Procedure in-line with this Policy and government policy and legislation.
- 19.2 Council employees will receive clear guidance and procedure to provide a robust and transparent response to decant scenarios.

20. Equality and Diversity

- 20.1 The Equality Act of 2010 makes it unlawful to discriminate against anyone on grounds of Age, Disability, Gender, Race, Religion or Belief, Sex, Sexual Orientation, Marriage & Civil Partnership, Pregnancy & Maternity.
- 20.2 The council commit that no protected characteristic shall cause a customer to be excluded from the aims of this policy.
- 20.3 This policy notes that Equality Impact Assessments should be completed where necessary, and that consideration to adaptations and the needs of our customers should be given and consulted on when allocating a decant property.

20.4 This Policy aims to make sure that no-one is financially disadvantaged as a result of being required to move out of their home.

21. Monitoring and review

21.1 This policy will be reviewed every three years, unless required earlier through legislative or regulatory changes.

22. Budgetary considerations

22.1 There is an existing budget (tenancy and estate management) for costs incurred through decanting customers, which will be used to fund the commitments made under this policy.