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## Temporary Re-Housing for Repairs Policy

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## **1.0 Introduction and purpose**

- 1.1 This Policy details West Kent's approach to temporary re-housing of our residents to enable repairs to be conducted – also familiarly known as “Decants”. The policy provides guidance on our obligations to ensure these moves are managed in a fair and efficient way, in accordance with relevant legislation.
- 1.2 “Decant” is the term used when a customer needs to move home, to enable a repair to be safely completed.
- 1.3 The vast majority of repairs are conducted when the customer is living in their home. On rare occasions customers may be asked to move to enable the works to be completed. This will only ever be due to health and safety concerns, or if it is not possible to complete the works with the customer at home.
- 1.4 The policy relates to Emergency and Planned temporary moves.
- 1.5 Temporary moves will always be conducted in a sensitive manner, recognising the significant impact a home move can have on people's lives.
- 1.6 Where we can, alternatives will be considered as the first option in all cases.

## **2 Legislation**

- Housing Act 1985
- Housing Act 1988
- The Home Loss Payment (England) Regulations
- Equality Act 2010

## **3 Communication**

This policy is available to view by all residents on the website and will be updated with any changes. Internally this policy will be viewable and accessible by all staff with links in place to the website.

## **4 Policy statement**

West Kent Housing are committed to improving and maintain our homes to a high standard. On rare occasions this will mean that residents will need to be moved out from their home for these repairs works to be completed. We recognise that this can be a stressful time for our residents and will aim to meet their needs when facilitating a decant. Our priority will be providing a safe, secure place for our residents to stay.

## **5 Definitions**

- 5.1 Emergency Temporary re-housing for repairs
- 5.2 An emergency temporary move is required when an emergency occurs which means the residents cannot safely occupy their home. For example: fire or flood.
- 5.3 In the case of an emergency temporary move, including those that happen out of hours, the resident will be given the option of sourcing their own accommodation or to stay with family or friends and receive a daily allowance for this. Alternatively, we will provide

hotel accommodation until we are able to attend the property to assess the damage and make alternative arrangements if required.

- 5.4 West Kent's responsibility is to conduct remedial works to the property structure and ensure the home is left in a safe condition. Unless otherwise stipulated, in the case of an emergency repair, the resident is responsible for remedying any damage to the internal decor and personal items that may be damaged (by water for example following a flood or fire). The resident may wish to make a claim to their content's insurance provider.

## **5.5 Planned Temporary re-housing for repairs**

- 5.6 A planned temporary move is required when West Kent have identified works that need to be completed in a property, and the works cannot be completed with the tenants in occupation – either due to a health & safety risk or lack of essential utility supplies.
- 5.7 If the works are due to take fewer than 8 weeks a hotel should be considered.
- 5.8 If the works are due to take longer than 8 weeks, we will try to locate an alternative property for the residents to move into for the duration of the works. The decant property will usually be like for like, or up to one bed size smaller and may not be in the same location as the permanent home.
- 5.9 The resident will be given the option of sourcing their own accommodation or staying with family or friends and receive a daily allowance for this.

## **6 Facilitating a temporary move**

- 6.1 Following an emergency or the need for planned works, we will assess the need for a decant based on the condition of the property and whether it is safe and reasonable for the resident to remain in their home.
- 6.2 It will be West Kent's decision on whether a property is uninhabitable or if it would be unreasonable for the works to be completed with the resident in occupation.
- 6.3 Where only part of the home is unusable, such as a kitchen, we will work with the customer to see if they can remain at home. This might include giving money for takeaway food or providing an under-counter fridge to be located temporarily in the living room.
- 6.4 Customers will be given the option to source their own accommodation or stay with family and friends and receive a daily allowance for this.
- 6.5 If the resident does require temporary accommodation, we may offer one of the following subject to availability and at our discretion:
- **Hotel Accommodation** - we will aim to limit hotel stays to 28 nights where possible. However, if alternative accommodation is not available residents may be asked to remain in a hotel for a longer period. Whilst staying at the hotel meals will be included or a daily meal allowance will be provided.
  - **A serviced apartment** – this might be a PRS flat within a block.
  - **Another West Kent property** if available, this option will usually only be considered if the decant period is expected to exceed 8 weeks.

- 6.6 We will communicate the need for a decant to our residents and discuss the options that are available, whilst considering number and age of the occupants at the property, any medical needs or requirement for aids & adaptations, any vulnerabilities in the household, pets, or assistance animals.
- 6.7 If our offers of alternative accommodation are refused, we may take legal action to remove the residents from the property to ensure their safety or to enable works to be carried out, in line with our repairs obligations under section 11 of the Landlord and Tenant Act 1985, and our right to access the home.
- 6.8 Pets are not counted as members of a household, and we cannot guarantee that they will be permitted in the temporary accommodation offered. We will however do our best to locate accommodation that will allow pets or cover reasonable costs of rehoming the pets for the duration of the decant.
- 6.9 Residents that are decanted to another West Kent property will be required to sign a Licence Agreement before being given the keys.
- 6.9 When occupying another West Kent property under a Licence Agreement, the property will usually be unfurnished. West Kent will provide floor & window coverings and will arrange for resident belongings to be moved from their permanent home to the decant home, and back again at the end of the decant.

## **7 Vulnerable Tenants**

- 7.1 In line with West Kent's Vulnerability Policy, we define Vulnerability as circumstances where individuals are especially susceptible to physical or emotional harm or distress. Vulnerability can be influenced by a range of factors, including (but not limited to): age, disability, bereavement, mental health, domestic violence, or poverty. Where a customer or household is identified as vulnerable under this policy, we will make every effort to provide Reasonable Adjustments to our services to accommodate additional needs.

## **8 Reviews**

- 8.1 Allocations, Property and Asset Teams will meet on a weekly basis to review each of the current decants and decant requests.
- 8.2 A decision may be taken at this meeting to remove a resident from the decant list for the following but not limited to reasons:
- Failure to accept decant accommodation offered.
  - Works not being as extensive as initially thought.
  - Confirmation that it is safe and reasonable for the works to be competed with the tenant in occupation.

## **9 Statutory Home Loss and Disturbance Payments**

- 9.1 These payments are defined by law and are made in acknowledgement of the distress and inconvenience customers may incur if they must move from their home permanently.
- 9.2 Home Loss payments are compensation for the permanent loss of a home due to regeneration or redevelopment.

- 9.3 Disturbance Payments are made to cover reasonable expenses and costs associated with having to move from their home. People who do not qualify for a home loss payment, for example because they do not satisfy the residence requirement, may be entitled to a disturbance payment.
- 9.4 Home Loss payments – will only be paid for permanent moves where the following criteria are met:
- The customer must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement; this may include a previous period when the customer was a resident in the property under another person's tenancy
  - The move must be permanent and because of redevelopment or regeneration.
  - Where the above criteria are not met, West Kent may consider discretionary payments on a case-by-case basis.
- 9.5 Lodgers and licensees do not qualify for home loss payments.
- 9.6 Joint tenants are only entitled to one home loss payment.
- 9.7 If a permanent move is a voluntary decision because of repair work, the customer is not entitled to a home loss payment.
- 9.8 If a customer is evicted prior to being permanently moved they will not receive a home loss payment.
- 9.9 If the customer is a statutory successor, the home loss payment entitlement period begins from the start date of the original tenancy rather than the succession date.
- 9.10 Where a customer is not entitled to home loss for permanent displacement, they may still be entitled to a disturbance allowance.
- 9.11 The amount of compensation available under a home loss payment is determined by Government regulations as set out in The Home Loss Payments (Prescribed Amounts) (England) Regulations 2018.

## 10 Costs and Expenses

	West Kent organises and pays	Tenant organises and claims money back by submitting receipts
<b>Removals</b>	West Kent will organise and pay for the removals if required.	West Kent will reimburse removal cost up on receipt of a bill or invoice at the following rate based on your current home: 1-bed home – up to £500 2-bed home – up to £650 3-bed or larger home – up to £800
<b>Council Tax</b>	Not applicable	Residents remain responsible for payment of Council Tax at their home address
<b>Home contents insurance</b>	Not Applicable	Residents remain responsible for payment of Contents Insurance at their home

		address. If the resident has belongings in two West Kent properties, West Kent will reimburse the cost of the content's insurance at the temporary address subject to receiving a copy of the bill or invoice,
<b>Cooker Connections</b>	West Kent will arrange for disconnection & reconnection of both gas and electric cookers,	Not applicable
<b>Washing machine and dishwasher.</b>	West Kent will arrange disconnection and reconnection	Not Applicable
<b>Aerials and satellite dishes (if there are existing written permission required)</b>	Not Applicable	If a resident is moved to another West Kent property, West Kent will pay disconnection / reconnection upon receipt of a bill or invoice but will not pay for the cost of a new dish
<b>Post redirection</b>	Not Applicable	If a resident is unable to return home during the decant period to collect post, West Kent will cover the cost of post redirection for a maximum of 3 months, where a receipt is provided.
<b>Carpets</b>	If a resident is moving to another West Kent property, West Kent will supply floor coverings.	Not Applicable
<b>Curtains</b>	If a resident is moving to another West Kent property, West Kent will supply window coverings.	Not Applicable
<b>Additional Travel Costs</b>	Not Applicable	West Kent will pay 45p per mile for any additional fuel costs incurred due to the location of the temporary accommodation. West Kent will also reimburse any additional public transport cost up production of receipts. We will only offer reimbursements for costs over and above what would normally be incurred form the permanent residence.
<b>Food costs whilst in a hotel</b>	If a resident is decanted to a hotel, most hotels can provide breakfast for all guests and evening meals for adults, West Kent will prepay for this at the time of booking.	If the hotel is unable to provide breakfast or evening meals, or there a specific dietary requirements West Kent will reimburse you up to £20 per adult and £15 per child per day for food where an itemised receipt is provided. This is only for people that are named as tenants or occupants on the tenancy agreement and Alcohol will not be reimbursed.

<b>Decanted to family</b>	West Kent will make a disturbance payment of £20 per adult & £10 per child per day for the duration of the decant if the resident sources their own accommodation.	Not Applicable
<b>Cost of Temporary Accommodation</b>	West Kent will source and pay for any temporary accommodation provided to the resident.	Not Applicable
<b>Home Loss &amp; Disturbance Payment</b>	West Kent will pay the Home Loss and disturbance payment subject to meeting the statutory legislative requirements	Not Applicable
<b>Miscellaneous Expense</b>	West Kent will not pay for any additional expenses that have not been previously agreed by us.	Residents wishing to claim for any other expense must first discuss this with us and obtain written agreement for the expense to be covered.