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## **Temporary Accommodation (Decants) Policy**

**SER-POL-03**

**Version 3.0**

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**Date approved: 20<sup>th</sup> May 2024**

**Approved by: Chief Executive**

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## 1. Introduction

- 1.1 This policy sets out the circumstances when the Trust may temporarily accommodate Southway tenants (and permanent members of the household) on either an emergency or planned basis because:
- Repair work cannot be completed whilst the property is occupied.
  - Emergencies such as a fire or flood.
  - Other urgent health and safety risks.
- 1.2 The Grounds for Possession in the Tenancy Agreement states the instances when suitable alternative accommodation will be available. Relevant to this policy is: to demolish, reconstruct or refurbish the premises or building.
- 1.3 Demolition, and reconstruction, dependant on the extent, will be dealt with as an exceptional permanent move and is outside the scope of this policy.
- 1.4 The Trust recognises that moving temporarily is disruptive and can be stressful. This policy sets out clear guidance for staff and customers on:
- When temporary accommodation will be offered.
  - What type of accommodation will be offered in which circumstances.
  - How long temporary accommodation will be provided.
  - How the Trust will take tenants' individual needs into account throughout the process.
- 1.5 Financial support available including discretionary payments and insurance claims. This Policy also includes the circumstances in which people may be referred to the Local Authority Homeless service or may be refused temporary accommodation.
- 1.6 Legal and Regulatory Requirements The relevant legal and regulatory responsibility applicable to this policy is for the Trust to provide habitable homes that are structurally sound, provide adequate space heating, hot water, and sanitation.
- 1.7 Under section 175 of the Housing Act 1996, Local Authorities must consider a person as homeless if they have no accommodation to which

they have a legal right to occupy that is available to them and reasonable for them to continue to occupy.

For example:

- If it is in a poor or unsafe condition
- The property cannot be physically accessed, for example due to a flood or fire.

1.8 Grounds for possession for major works are contained in Schedule 2 of the Housing Act 1988.

## **The Trust's Approach**

### **2. Repairs**

2.1 In general, tenants are not required to leave their home during property improvement works and / or the day-to-day repair process. In most cases the Trust will seek to support tenants to continue to live safely in their own home. This may include providing temporary kitchen, toilet, and bathroom facilities.

2.2 The Trust may provide temporary accommodation if a tenant provides medical evidence recommending that they or a member of their household cannot remain in their home either due to the condition of the property or for the duration of repair work. The Trust may seek independent advice to verify the medical evidence.

2.3 The Trust will require a surveyor (or a contractor appointed by the Trust) to inspect the property, complete a schedule of the work required and make recommendations as to how to complete the works safely to allow the household to return home as soon as possible. This may be before all the works have been fully completed but the property is safe to live in.

2.4 The Trust will not provide temporary accommodation where repair work is required is due to:

- The deliberate actions / neglect of the tenant or a member of their household and the tenant has capacity to understand their responsibility for these in making the home uninhabitable.
- Damage caused by the tenant and /or a member of their household including, for example, unauthorised repairs, authorised repairs not carried out by a competent person, criminal damage and / or arson.

2.5 Requests for temporary accommodation for repair work to be completed will be authorised by the Executive Director Landlord and Community Services or the Assistant Director of Property Services where delegated.

### **3. Other Circumstances**

3.1 Requests for temporary accommodation for reasons other than repairs will be received and dealt with by the Trust's Housing Management and Support Service and include, for example:

- A natural disaster such as flooding.
- A fire.
- A pest outbreak.
- A criminal act or anti-social behaviour (or are at risk of).
- Fleeing Domestic Abuse.

3.2 In all cases as soon as reasonably practicable, usually within 1 working day, the Housing Management and Support Service will discuss immediate housing options with the tenant, members of their household and support agencies where applicable. This includes offering support to enable the household to stay with friend and family.

- 3.3 Where the property is uninhabitable due to flood or fire damage, the provisions relating to Repairs in the section from 3.3 to 3.5 above will be applied.
- 3.4 In relation to the eradication of pests, the Trust will engage a specialist contractor and seek to make the property habitable as quickly as possible, in line with the advice of the contractor. Should pest proofing repairs be required the provision relating to Repairs in the section from 3.3 to 3.5 will be applied.
- 3.5 The Trust will not provide temporary accommodation where the tenant cannot return to their home due to:
- Bail conditions.
  - An alleged perpetrator has received a Domestic Violence Protection Notice / Order that excludes them from the property.
  - Excluded by an Anti-Social Behaviour Injunction or Undertaking or other legal order.

In these instances, the tenant will be advised to make their own arrangements and/ or present as homeless to the Local Authority.

- 3.6 The Head of Housing Management and Support will decide based on the recommendations of the Community Safety Team whether to temporarily accommodate tenants due to crime or anti-social behaviour until the risk is managed and reduced, this will be for up 1 week.
- 3.7 The Trust has a separate Domestic Abuse Support Policy which states the support that will be provided to survivors of domestic abuse requiring emergency accommodation.

#### **4. Providing Temporary Accommodation**

- 4.1 In all circumstances the Trust will discuss the move with tenants and assess their short and longer-term housing options.

- 4.2 For short term stays away from their home, the tenant will be asked if they can make their own arrangements, for example staying with friends or family, where it is reasonable to do so.
- 4.3 The Housing Management and Support Service will find out:
- Who is a permanent member of the household including any children.
  - If anyone is vulnerable by way of age, disability, or illness.
  - Any specific requirements like adaptations.
  - Preferred locations due to travel to work, college or schools.
  - Any caring responsibilities.
  - Any pets.
- 4.4 In as far as is reasonably possible the Trust will seek to provide temporary accommodation that fits the tenant's general requirements, above. This will be as near to the home as possible, (unless it is unsafe to do so) or there is no availability nearby and accommodation is required in an emergency.
- 4.5 Requests for temporary accommodation received out of normal office hours will be dealt with at the discretion of the Manager on call. Emergency temporary accommodation may be provided only until the next working day when the Trust can get a full understanding of the situation.
- 4.6 The Trust may offer the following types of temporary accommodation:
- Hotel accommodation - for emergency provision, one reasonable offer only.
  - Guest room in Sheltered or With Care schemes for tenants in Age Friendly Housing.
  - Respite care in a residential home based on the care needs of the tenant.
  - A dedicated decant property or empty property within the Trust's housing stock.
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- 4.7 For all planned repair work, the Trust will make one reasonable offer of temporary accommodation, let on a Licence Agreement (permission to

occupy). This will be a property that is an adequate size for the household being accommodated, and either:

- A dedicated Decant property from within the Trust's stock or
- An empty property from within the Trust's stock.

4.8 Whilst the tenant is in temporary accommodation, they will retain the security of tenure on their principal home and remain responsible for the rent and other charges at that property.

4.9 The tenant is responsible for their own and the behaviour of their household whilst temporarily accommodated.

4.10 The tenant must abide by the accommodation providers rules such as but not limited to, not smoking in rooms, and ensure that the accommodation is left in same condition as when they moved in.

4.11 The Trust will recharge the tenant if it incurs an increased charge because of damage or broken rules. The Trust may end the arrangement or not pay for the tenant to continue to stay in that accommodation without the offer of alternative accommodation.

4.12 The Trust may end the temporary accommodation where the tenant refuses repair works or refuses access to carry out works (including pest works) that would enable the household to return home safely.

## **5. Returning Home**

5.1 In most circumstances it is expected that the tenant will return to their permanent home once the work has been completed or other risks managed and reduced.

5.2 The Trust aims to temporarily accommodate for up to 3 months and in exceptional circumstances only, up to 6 months.

5.3 In exceptional circumstances, usually if the duration of the repairs is longer than 6 months, and an estimated completion date cannot be provided within one further months' time, the Trust may give the tenant the option to move permanently within the Trust's stock.

5.4 Outside of the provision above, it is at the discretion of the Trust whether the tenant is allowed to remain permanently at the decant property. If a request is made by the decanted tenant, the Executive Director of Landlord and Community Services will consider this.

## **6. Financial Support**

6.1 The Trust will discuss a package of financial support on an individual basis. Reasonable out of pocket expenses will be reimbursed.

6.2 The following provisions apply if the tenant is temporarily accommodated in a property from the Trust's own stock:

### **6.3 Rent, Council Tax and Utilities**

The Trust will:

- Continue to charge rent on the tenant's permanent home, this is in exchange for providing temporary accommodation.
- Pay the standing charges and utility costs on the tenant's permanent home in recognition that to complete the repair work will usually require using water, electricity and in some cases gas.

The Tenant will:

- Continue to be liable for Council Tax on their permanent home.
- Be expected to pay for the utilities in the temporary accommodation. This may be by way of a recharge from the Trust.

### **6.4 Discretionary Payments**

The Trust will pay for:

- The tenant's furniture and belongings to be moved to the decant accommodation.
- Storage of any furniture the tenant is unable to take to their temporary accommodation.

Other examples of discretionary and miscellaneous are listed in **Appendix A** of this policy.

6.5 There is no requirement for the Trust to cover more than reasonably incurred costs. Requests for compensation will be dealt with in line with the Tenant's Compensation Policy.

## **7. Insurance**

7.1 Where the reason for the provision of temporary accommodation is an insured event the Trust will inform its insurers, consulting with them before decisions are made to offer any additional discretionary financial support.

7.2 The Trust will seek to minimise the risk of later claims and/or disputes, such as unlawful eviction or arising from damage to tenant possessions.

7.3 The Trust will keep thorough records; including photographs, receipts, invoices, and written correspondence; to facilitate the recovery of all costs as a result of an insured event such as flood, fire, storm damage, motor vehicle damage and criminal act.

7.4 The Trust will seek to recover all costs including loss or rent, temporary accommodation costs, removal costs, storage and reasonable out of pocket expenses.

7.5 The Trust's insurance does not include tenants' own belongings unless the damage was as a result of Trust's actions through accident or neglect and only as agreed by the Insurance broker. Should any of the tenant's items be

left in the permanent home whilst the works are carried out the tenant will be asked to sign a disclaimer.

- 7.6 Tenants who have their own insurance will be encouraged make a claim as well as notifying their own insurer of items of the temporary move arrangement and if any items are left in the property whilst repair work is on-going.

## **8. Service Standards and Appeals**

- 8.1 The Trust will aim to maintain a positive relationship with the tenant throughout the period of repair work and time in temporary accommodation by providing:

- A point of contact from either Asset Services and/ or Housing Management and Support
- A welcome letter to the temporary accommodation, setting out the grounds on which the accommodation is provided.

Information, including sharing a schedule of work (that may be subject to change):

- Regular updates on progress and advice if the works are expected to take longer than originally planned.
- Support to move and return home, either practical or financial

- 8.2 If the tenant refuses an offer of temporary accommodation within the Trust's own stock, and they are already in hotel accommodation, this will be ended with 24 hours' notice, the Trust will not pay after this time.

- 8.3 Where the Trust refuses to provide, offer, or ceases to provide temporary accommodation the tenant will be supported to contact the Local Authority Homelessness Team if their home is uninhabitable.

- 8.4 Appeals about the provision of temporary accommodation under this policy will be dealt with by the Head of Housing Management and Support. Appeals

that are to do with the scope of repair work will be dealt with by the Assistant Director Property Services, or where delegated.

## 9. Equality and Diversity

9.1 An EIA (Equality Impact Assessment) supports this policy. When providing temporary accommodation in an emergency it may not be possible to meet the care and support needs of tenants with protected characteristics.

9.2 The Trust may need to liaise with statutory agencies or seek independent medical advice to meet the care and support needs based on age, disability or illness.

## 10. Related Policy Documents

- Tenancy Agreement
- Customer Care Policy and Standards
- Equalities Scheme
- Complaints Handling Policy
- Compensation Policy
- Repairs Policy
- Void Management Policy
- Domestic Abuse Support Policy

<b>POLICY REVIEW HISTORY</b>	
<i>To be completed during each review</i>	
<b>Previous versions</b> (version number – approved by – approval date – title if different)	
V1.0 – Chief Executive 20/5/24	
<b>Date of last EIA:</b>	19 <sup>th</sup> February 2024

## Temporary Accommodation (Decants) Policy

SER-POL-3

Version 3.0

<b>Review lead by:</b>	Claire Davies Head of Housing Management and Support
<b>Main points or amendments made and reasons</b>	
V.3 <ul style="list-style-type: none"><li>▪ Re-written policy to include reference to tenancy, legal and regulatory requirement.</li><li>▪ Details the Trust's approach to providing temporary accommodation due to repairs and who authorises this.</li><li>▪ Details the other circumstances which may require temporary accommodation to be offered and who authorises this.</li><li>▪ Details the type of temporary accommodation that may be provided, how long for and the instances when temporary accommodation may be end or not provided in the first place.</li><li>▪ Details the instances when someone may not return to their permanent home and who decides this.</li><li>▪ Details the discretionary reasonable financial support offered to tenants who are decanted.</li><li>▪ Details the requirement to claim against our insurance for all insured for instances resulting in temporary accommodation.</li><li>▪ Introduces service standards and the appeals process.</li></ul>	
<b>Next review due:</b>	<b>3 years from approval – Q1 2027</b>
<b>Approval level:</b>	<b>Chief Executive</b>

## Appendix A

### **Examples of other Disturbance / Miscellaneous Allowances for costs incurred**

Costs of disconnection and reconnection of gas elec cooker, washing machine, dishwasher, satellite dish, TV aerial, telephone lines, broadband. Cost of mail redirection.

- 1.1 Removal costs including packing service for people with vulnerabilities due to age, disability,

An allowance if the tenant stayed with family and friends, this will be reviewed after 3 months (in line with the meal allowance below)

Meal allowance if in hotel accommodation of £20 per day adult £10 per day child for meals

Cost of laundry facilities if none provided and if not able to access the Trust's laundry facilities in Sheltered and With Care Schemes.

**All allowances paid up to a maximum amount of £500.**

**The Trust will not pay for bar tabs, mini bar, phone calls, room service – these will be recharged to the tenant if incurred.**

**Pets-** Tenant's should make arrangements to look after their pets for the period of a term hotel stay. The Trust will try to provide temporary accommodation with a facility for pets, where that cannot be provided the Trust will not be held financially liable for boarding or kennel facilities.