



Decant Procedures

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Abbreviations	
HM PS HMgr HO PSM TI MEHA	Housing Management Property Services Housing Manager Housing Officer Property Services Manager Technical Inspector Manor Estates Housing Association

1. Introduction

- 1.1 There are a number of situations where we may need to move a tenant to alternative accommodation on a temporary basis, usually to carry out repairs that cannot be carried out while a property is occupied. This may be due to the nature of the works required or the tenant's personal circumstances.

- 1.2 We recognise that decants can be disruptive and worrying for tenants. We will ensure that there is effective communication with tenants prior to the move and throughout the period of the decant.

- 1.3 In the majority of cases, the intention will be that the tenant returns to their home on completion of works.
- 1.4 Where we require a tenant to be out of their home for a short period only, we will consider alternative arrangements, such as staying with relatives or making use of B&B/hotel accommodation. In such cases, appropriate allowances will be made.

2. Emergency Decants

- 2.1 Emergency decants will usually arise as a result of fire, flood, or other major event. If the event occurs during working hours, it is likely that the initial report will be made to PS and HM staff should be alerted to the situation immediately.
- 2.2 The PSM and/or TI should arrange to visit the property immediately with a HO to establish the extent of the physical damage to the property and if alternative accommodation will be required for the tenant.
- 2.3 Where alternative accommodation will be required, the HO will liaise with the tenant to arrange suitable temporary accommodation. There will be a range of options that may be considered, potentially with a short-term immediate arrangement being made until we are able to establish an estimated timescales for completion of repairs.
- 2.4 Where the event occurs outside working hours, any report will likely go directly to our repairs contractor, who will contact MEHA staff listed in our emergency procedures.
- 2.5 Where the tenant is unable to stay in the property and has no family or friends they can stay with in the short term, staff should seek to arrange hotel or B&B accommodation until other arrangements can be put in place.
- 2.6 The HO should be advised of the situation as soon as the office is open and then take responsibility for liaising with the tenant in terms of accommodation requirements.
- 2.7 The PSM must ensure that the Association's insurers are advised of the situation at as early a stage as possible.

2.8 Decant Assessment Form

The HO should arrange to complete a Decant Assessment Form (Appendix A) as soon as possible. This will cover options for accessing alternative accommodation, the need for storage of furniture/belongings and any other information relevant to the particular circumstances.

Options for Alternative Accommodation

2.9 Staying with Family or Friends

If tenants agree to stay with family or friends throughout the period of the decant, they will be paid an allowance per day, per member of their household (as listed on our records). This is to cover incidentals, such as:

- Excess transport costs necessitated by the move, e.g. to and from their place of work or the additional cost for transport to and from nursery/school
- Additional outlays for friends/relatives with whom they are staying
- Food

(See Appendix B, Decant Allowances)

2.10 Hotel or B& B Accommodation

MEHA will meet the costs of any hotel or B&B accommodation and the tenant will also be entitled to the allowances referred to in Section 2.9 above.

2.11 Holiday Lets

Although not the preferred option, holiday lets can be considered for short-term accommodation, the advantage being that these will be fully furnished.

2.12 MEHA or Other RSL Property

A move to a MEHA or other RSL property may be considered. Depending on circumstances, consideration may be given to offering a permanent move, however the potential impact on benefit claims needs to be taken into account when looking at this option.

2.13 Local Authority Temporary Accommodation

This should be the last resort if there are no other options as, although the LA has an obligation to provide accommodation, this is expensive.

Arranging the Decant

2.14 Personal Belongings

Tenants must ensure that all valuable personal belongings are removed from the property and must advise their insurance company of their temporary move. The tenant cannot enter the property unless it is safe to do so. They cannot be allowed access once the work has started.

The HO should arrange for storage of any belongings the tenant cannot take to their temporary accommodation. Payment for this will be covered by MEHA insurer.

2.15 Rent

Rent continues to be charged for the tenant's own property during the decant period. Housing Benefit or Universal Credit will continue to be awarded and paid given that the property is still the tenant's main and principal home.

MEHA will meet the cost of the temporary accommodation and allowance payments through the Association's insurance.

Where the tenant is in receipt of Housing Benefit or Universal Credit, the HO should advise the tenant to contact the Council of DWP to let them know they are moving temporarily and give the temporary address to enable safe delivery of review forms or any other contact.

2.16 Payment of Decant Allowances

An advance payment should be arranged and paid as soon as possible to the tenant. The payment allowance paid will be for 5 days or alternatively for the exact number of days that are known (whichever is lower).

Under normal circumstances any payments to be made to tenants will be offset against any debts owed to the Association. Any situation that leads to the need for an emergency decant is likely to be having a significant impact on the household and decant allowance should be paid. However, where the tenant has caused the need for decant through neglect or damage, no payments will be made.

2.17 Pets

Pets may not be allowed in any temporary accommodation. Where the tenant has permission from MEHA to keep pets, we may need to pay for kennels or cattery if there is no other option. This will be covered by insurance. If the tenant is keeping pets without Association permission, they will be responsible for arranging what happens to them during the decant period.

2.18 **Anti-social Behaviour**

The tenant should be advised that if they are asked to leave the temporary accommodation due to ASB, no alternative accommodation will be offered.

2.19 **Contact**

Overall responsibility for maintaining contact with the tenant lies with the HO, however there will be a need to work closely with the TI regarding any technical issues or insurance matters.

In particular, the TI should update the HO regularly as regards the potential completion date for works to enable the tenant to be given as much notice as possible of a return date.

2.20 **No Contents Insurance**

In some circumstances, the tenant may have had furniture or other belongings damaged and have no insurance. In these circumstances, we will assist the tenant to source furniture through charitable agencies or relevant grants.

2.21 **MEHA Insurance**

PS staff are responsible for the initial reporting of the incident to the Association's insurers and for providing regular updates, including information about costs being incurred. Again, this will require close liaison between PS and HM Staff.

3. **Planned Decants**

Identification of Need for Decant

3.1 In most cases, the need for decant will be identified by the PS M following:

- A survey for planned upgrades or alterations; or
- An inspection of major repairs or work required due to property neglect.

3.2 Where the PSM has identified that a property cannot be safely occupied during the planned works, they will arrange to meet the HMGr and HO for the area as soon as possible. The aim will be to establish what is required and any additional requirements there may be in relation to the tenant's health and/or disability.

3.3 The PSM will assess the works required and agree a timescale for the works to be completed. That timescale will affect the type of alternative accommodation that can be offered.

- 3.4 Where neglect or tenant damage is suspected, sufficient evidence must be gathered to support this. In such circumstances, the tenant will be entitled to alternative accommodation, but no compensation or disturbance allowances. They will also be liable for the cost of repairing the property.
- 3.5 If the move only needs to be for a short time (7 to 28 days) see paragraph 3.9 below for alternative accommodation options.. Where works are extensive and likely to take more 1 month to complete, other options may need to be considered, including the option for a permanent mover. (This may be particularly relevant, for example, where the tenant may benefit from a move due to health or disability issues).

Preparation for Decant

- 3.6 The HO will take the lead in discussions with the tenant about the decant. They must arrange to visit the tenant with the PSM and/or TI to discuss:
- the work needed and why they cannot stay whilst it's being carried out;
 - the tenants' housing needs and any reasonable preferences;
 - the anticipated length of the decant ;
 - whether the tenant would be able
 - other agencies involved such as home helps, carers, support workers; and
 - any expenses or disturbance allowances due to the tenant.

A Decant Assessment Form (Appendix A) should be completed at the visit.

- 3.7 The costs of decant to facilitate property improvements will be met through the planned maintenance budget.

Finding Accommodation

- 3.8 The following must be considered when arranging alternative accommodation:
- Proximity to place of work or school (if reliant on public transport);
 - Any pets;
 - Any existing medical or health conditions;
 - Live in carers or access to care/support packages;
 - Property size (a similar property should be sourced if available)

Depending on availability of alternative accommodation, non-emergency decants may have to be delayed until a suitable property becomes available.

3.9 Potential accommodation options include:

- Staying with friends or relatives;
- Empty MEHA or MEAL properties;
- Other RSL/local authority accommodation;
- Private rented sector;
- Holiday accommodation;
- Permanent move

Options must be discussed with the HMGr.

Making the Offer

3.10 The HO should give the tenant details of the option available and, where possible, arrange a viewing. Where the property is MEHA or MEAL void, PS staff will ensure that the property is ready for viewing and decorated if necessary.

3.11 If the tenant refuses the offer and there are no other options, a decision may be made to postpone the planned works. This should be discussed with the PSM. It may be necessary to take legal action to compel the tenant to vacate the property: this should be as a last resort and only where non-completion of the work could prejudice health and safety.

Moving

3.12 The tenant must:

- Remove all valuable belongings from the property;
- Notify temporary change of address to:
 - ✓ Contents insurer ;
 - ✓ TV licensing authority;
 - ✓ DWP / Housing Benefit;
 - ✓ Bank;

The Association will meet the cost of the following:

- Disconnection and reconnection of landline;
- Mail redirection
- Disconnection and reconnection of TV aerial/satellite/cable
- Disconnection and reconnection of Wi-Fi

3,13 The HO will arrange:

- Removals for the tenant's personal belongings and furniture (where the decant accommodation is unfurnished)

- Storage of furnishings where the decant is furnished and items cannot be left safely in the property
- If required, disconnection and reconnection of white goods, where these meet legal standards
- Fitting neutral floor and window coverings in the decant property, these will remain the property of Manor Estates¹

3.14 The HO will be responsible for co-ordination of removal arrangements and liaise with PS staff as appropriate

Pets

3.15 Where the tenant is moved to a MEHA property (except Sandilands), another RSL or local authority property, it is likely that they will be able to keep their pet. It is unlikely that this will be the case in any of the other options. Where the tenant has permission to keep pets, we may need to pay for kennels or cattery if there is no other option. If the tenant is keeping pets without Association permission, they will be responsible for arranging what happens to them during the decant period.

Costs

3.16	Tenant Responsibilities <ul style="list-style-type: none"> ▪ Rent and council tax for vacated property ▪ Utility costs at the vacated property (standing charges) ▪ Use of electricity / gas at the decant property 	MEHA Responsibilities <ul style="list-style-type: none"> ▪ Removals and storage of belongings ▪ Rent and council tax at the decant property ▪ Excess transport costs caused by the move, e.g. transport costs to get to work or school ▪ Cost of electricity or gas at the vacated property
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Where a property from an external agency is being used, the HMgr will authorise all invoices.

If the rent at the decant property is significantly lower than the tenant's normal address, the HO should authorise a reduced rent debit for the duration of the decant.

Decant Allowance

317 Decant allowances are outlined in Appendix E.

¹ Window and floor coverings will not be provided where the move is permanent

Redecoration allowances following completion of works are calculated in accordance with PS Planned Maintenance Procedures.

Any discretionary payments will usually be offset against any debts owed to the Association by the tenant, other than in exceptional circumstances that must be authorised by the HMGr.

Day of Move

- 3.18 The HO should be available on the day of the move to collect keys and take meter readings. A checklist should be completed to ensure all steps have been taken and all costs recorded. (Appendix d)

Decant Agreements (Appendix b) must be signed by the tenant(s).

- 3.19 Open Housing must be updated to show tenant correspondence address as the decant property address and an alert should be put on the system to that effect. Where the cost of rent is significantly lower at the decant address, the HO should arrange a debit reduction at the vacated property (see paragraph 3.16 above).

During the Decant

- 3.20 PS staff will be responsible for managing all works to the property and should update the HO weekly. This is to ensure that the HO has as much notice as possible of a likely return date and can start making appropriate arrangements with the tenant. (The tenant must be given at least 5 days' notice of when they can return.
- 3.21 The HO must make the tenant aware of their responsibilities while occupying the decant property.
- The tenant must comply with all terms of their current Scottish Secure Tenancy. Action will be taken as usual, should there be any breach of tenancy. If a tenant is asked to leave private accommodation due to antisocial behaviour, MEHA will not be responsible for finding alternative accommodation.
 - The tenant must maintain rent and council tax payments for the vacated property.

Returning to the Property

- 3.22 On completion of works, the HO will make the same arrangements as detailed in paragraph 3.13 above in respect of removals and service connections. Where possible, removal should be arranged for a Friday, with the tenant being required to return the keys for the decant property on the following Monday.

- 3.23 Once the tenant has moved back to the property, Open Housing should be updated accordingly. If the rent was decreased, this should be reinstated to its previous level.

APPENDIX A

DECANT ASSESSMENT FORM

Tenant Name:		
Joint Tenant Name:		
Address:		
Household Details		
Name	Date of Birth	Relationship to Tenant
Size of property required:		
Reason for Decant:		
Do the tenant/household members require any medical adaptations? Yes/No		
If Yes, state adaptations:		
Address of Work:		
Address of School:		
Does the tenant have contents insurance? Yes/No		
Does the customer have a car? Yes/No		
Is a taxi required? Yes/No		
Do they have any pets Yes/No		

If yes, details of pets and confirmation of arrangements:	
Is the tenant in receipt of HB or UC?	
Property Information – Information About Their Current Property	
Reason for long term decant:	
Does the property have gas central heating?	Yes/No
Does the property have a gas hob/oven?	Yes/No
Are the appliances built in?	Yes/No
White goods to be disconnected (dishwasher, washing machine etc.):	
Do they have their own garden? Yes/No	
Do they have a shed/garage? Yes/No	
Any other issues that needs to be taken into account.	
Areas customers would move to:	
Customer Responsibility – Advise that the tenant will need to arrange and pay for this and we will reimburse (Tick Applicable)	
Mail Redirection	Phone/Internet
	Cable TV
Contents Insurance – Need to advise them of the temp. address	

Temporary Accommodation Agreement

MINUTE OF AGREEMENT

Between

Manor Estates Housing Association Ltd, which is registered with the Scottish Housing Regulator, under Section 57 of the Housing (Scotland) Act 2001 (Registration Number xx) and a registered Scottish Charity (Charity Number xx) and having its registered office at **11 Washington Lane, Edinburgh**, (hereinafter referred to as “the Association”)

and

[Name of tenant], residing at [insert address of the Property] (hereinafter referred to as “the Tenant”

(“Tenant”)

The "Tenant" shall include more than one person and all obligations on the part of the Tenant in this agreement shall be binding jointly and severally on them.

(One) The Association is the owner and landlord and the Tenant is the tenant of the property at [insert address of the property] (“Property”) in terms of a Scottish Secure Tenancy Agreement between the parties (“SST”); and

(Two) The Association and the Tenant have agreed that it is necessary for the Association to decant the Tenant and any permanent members of their household from the Property to temporary accommodation.

It is therefore agreed as follows:

1. The Association will grant temporary occupation of the property at [insert address of decant property] (the “Temporary Accommodation”) to the Tenant from (insert entry date) until the work is complete at the Property or the Tenant's tenancy is terminated, whichever is earlier.
2. The Tenant shall continue to be liable for and shall pay the rent payable in terms of their SST relative to the Property. No rent shall be payable by the Tenant in respect of the Temporary Accommodation.
3. The Tenant understands and agrees that the Property remains their only and principal home and that the occupation of the Temporary Accommodation is only on a temporary basis. The Tenant

agrees and understands that there are no tenancy rights created in respect of the Temporary Accommodation through their occupation thereof.

4. The Tenant accepts the Temporary Accommodation as being in a wind and watertight condition, reasonably tenantable and habitable and in reasonable state of decoration.
5. The Association will notify the Tenant in writing at least 5 days in advance of the date on which the Tenant's occupation of the Temporary Accommodation shall end ("End Date"). The Tenant agrees that as at the End Date they will vacate and remove themselves and all occupiers from the Temporary Accommodation. The Tenant shall return to the Property on the End Date.
6. If the Temporary Accommodation is not vacated by the End Date, the Association reserves the right to seek an order for repossession of the Temporary Accommodation and removal of the tenant, in the relevant court or tribunal. This action will include a claim for legal expenses incurred by the Association
7. At the end of their occupation of the Temporary Accommodation the Tenant agrees to return all sets of keys and to leave it clean and completely cleared of their furniture and any other household or personal possessions.
8. For the duration of the Tenant's occupation of the Temporary Accommodation, the Tenant agrees:
 - (i) to keep the Temporary Accommodation and the Association's fixtures and fittings in a similar condition to what they were at the commencement of this Agreement, subject to fair wear and tear.
 - (ii) to use the Temporary Accommodation as a private residence only.
 - (iii) to keep the Temporary Accommodation clean and properly heated and ventilated. The Tenant will be held responsible for any damage caused by negligence or carelessness.
 - (iv) to inform the Association of any repairs required to the Temporary Accommodation without delay, and give access to the Association or any other person authorised by them at reasonable times of the day to enter and inspect the dwelling and to carry out any repairs and maintenance. The Association will normally give at least 24 hours' notice of access being required except in the event of an emergency when access shall be given immediately.
 - (v) not to cause or permit any nuisance or disturbance in or around the Temporary Accommodation nor permit any annoyance to other residents.
 - (vi) not to erect any external aerial, attachment, or sign, or alter the exterior of the building in any way, without the prior written consent of the Association.
 - (vii) where the Temporary Accommodation is a flatted building with a common close, to take their turn, in rotation with other tenants in the building in sweeping and washing the common close, stairs, landings, front and rear close doors and staircase windows.
 - (viii) to not allow any permitted pet or domestic animal to cause a nuisance.

9. If the Tenant is in breach of any of the above conditions the Association will have the right to terminate the tenancy at the Property in accordance with the Tenant's SST and commence possession of both the Property and the Temporary Accommodation.
10. The Association insures the Temporary Accommodation under its block building insurance policy. This does not include insurance cover for loss or damage to furniture, personal possessions or any other contents which may be placed within the Temporary Accommodation. The Tenant is thereby advised that they should take out their own content's insurance.
11. Should the Tenant leave the Temporary Accommodation unoccupied, and the Association has reason to believe that the Tenant does not intend to re-occupy the Temporary Accommodation, the Association reserves the right to resume possession and re-let the Temporary Accommodation.
12. If the Tenant considers that the Association has broken this Agreement or not performed any obligation contained in it, they should first contact the Association in writing, giving details of the breach or non-performance. If the Association fails to deal with the complaint or, in the Tenants' view, continues not to comply with the Agreement, the Tenants can obtain advice and information about their remedies at law from a local Citizen's Advice Bureau or from a solicitor.

By signing below, you are completing a legally binding contract committing you to all of the terms of this Agreement: -

Signed by the Tenant:

SIGNED TENANT / JOINT TENANT

NAME

WITNESS NAME

WITNESS SIGNATURE

WITNESS ADDRESS

DATE

Signed for and on behalf of Manor Estates Housing Association:

SIGNED FOR LANDLORD

NAME

.....

WITNESS NAME

.....

WITNESS SIGNATURE

.....

WITNESS ADDRESS 11 Washington Lane, Edinburgh EH11 2HA

DATE

.....

APPENDIX C

Emergency Decant Agreement – staying with family or friend or B&B accommodation

I/We (insert tenants names) of (insert their address) agree to: (tick where appropriate)

() Live with family or friend whilst work is carried out at the above address.

() Stay in temporary hotel or B&B accommodation, whilst work is carried out at the above address.

I/We accept the daily allowance of (insert total amount) (payable every 5 days or less depending on length of decant) and understand this covers incidentals such as:

- Cost of transport to and from the friend/relatives accommodation
- Excess transport costs necessitated by the move i.e. to and from place of work or the additional cost for transport to and from nursery/school.
- Cost of electricity and gas used at vacated property by contractors
- Additional outlays for friend/relatives eg gas/elec,
- Food

I/We understand that I/We will have to return to (insert address) once Manor Estates has agreed the works have been completed and this payment will stop

I/We understand we will be responsible for any damage caused in the temporary accommodation.

I/We agree and understand that I/We will remain responsible for paying rent and council tax at (insert address) whilst I/We are being decanted.

I/We understand that if we are asked to leave the temporary accommodation due to Anti-social behaviour, no alternative accommodation will be offered and I will not be allowed to return to (insert address) until the work is complete.

I/We agree and understand that we cannot go into the property whilst the work is being undertaken, except to collect mail. I/We agreed to advise Manor Estates when this will be so arrangements can be made for a member of staff to be there.

Please sign overleaf

Signed: _____ (both joint tenants must sign)

Date: _____

Temporary Address: _____

Contact Phone number: _____

Contact email address: _____

Signed by Manor Estates: _____

Date: _____

APPENDIX D

Emergency Decant Agreement – staying in furnished temporary accommodation with cooking facilities.

I/We (insert tenants names) of (insert their address) agree to move to the temporary accommodation at (insert address of temporary accommodation).

I/We agree that Manor Estates will pay for all removal costs of personal items/transport to and from the temporary accommodation.

I/We understand that I/We will have to return to (insert address) once Manor Estates has agreed the works have been completed.

I/We agree and understand that I/We will remain responsible for paying rent and council tax at (insert address) whilst we are living in the temporary flat. The cost of the temporary accommodation will be paid by Manor Estates

I/We understand that if we are asked to leave the temporary accommodation due to Anti-social behaviour, not alternative accommodation will be offered and I will not be allowed to return to (insert address) until the work is complete.

I/We understand we will be responsible for any damage caused in the temporary accommodation.

I/We agree and understand that we cannot go into (insert their address) whilst the work is being undertaken, except to collect mail. I/We agreed to advise Manor Estates when this will be so arrangements can be made for a member of staff or contractor to be there.

Please sign overleaf

Signed: _____ (both joint tenants must sign)

Date: _____

Temporary Address: _____

Contact Phone number: _____

Contact email address: _____

Signed by Manor Estates: _____

Date: _____

APPENDIX E

Decant Allowances – to cover

Additional costs arising from temporary move into hotel or bed & breakfast accommodation or temporarily staying with friends or relatives, eg

- Meals, where not provided and no cooking facilities available
- Travel costs in excess of normal travel to work, school or regular activities
- Laundry costs
- Electricity or gas used in the vacated property by contractors
- Other reasonable costs necessarily borne directly by the tenant's household

SCALE

Daily allowance*

1st adult	£20.00
2nd and subsequent adults	£15.00
Any child and subsequent child under 14	£10.00

Household size

Adults	Children under 14	Daily allowance
1		£20.00
1	1	£30.00
1	2	£40.00
1	3	£50.00
2		£35.00
2	1	£45.00
2	2	£55.00
2	3	£65.00
2	4	£75.00
3		£50.00
3	1	£60.00
3	2	£70.00

Households with special needs may require additional assistance. If full board or cooking facilities are provided, or laundry facilities, then the scales may be restricted.

These payments will generally be offset against any debt due by the tenant, except in exceptional circumstances which need to be approved by the Housing Manager.

***only payable for those listed on the tenancy agreement**

