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## 1. Purpose

- 1.1 We aim to provide safe, quality homes to all of our residents. While we can carry out most works to a property with a tenant in occupation, occasionally we may require the tenant to move out on a temporary basis, if we have to undertake work which we assess as unsafe to do with someone in occupation. This could be work planned in advance, or in an emergency situation where the property has been badly damaged.
- 1.2 This type of temporary move is often referred to as decanting. This policy sets out the circumstances in which a tenant may need to be decanted from their home, and how Lewisham Council's Housing Service will support its' tenants who may need to move on a temporary basis.

## 2. Context and scope

- 2.1 This policy applies to secure or introductory tenants of Lewisham Council's Housing Services, who may need to be moved (decanted) from their current home on a temporary basis. It does not apply to tenants who are decanted permanently as a result of their property being demolished or redeveloped and which is covered by statutory Home loss. The document divides planned and emergency arrangements – and while there is overlap, this acknowledges that a different approach sometimes needs to be taken in the event of an emergency.
- 2.2 This policy does not apply to tenants living in temporary accommodation managed by Lewisham Council who do not have a secure tenancy.
- 2.3 This policy is implemented by our Decanting procedure. In implementing this policy, we do so in the context of other policies and procedures which may be more applicable in some situations, such as the provision of a room loss payment where it is possible for a tenant to remain and use parts of the property during work, rather than decanting.



- 2.4 Tenants are responsible for the insurance of belongings and contents. This responsibility remains with the tenant through any decanting arrangements. This policy does not cover any insurance claims.

### 3. Planned arrangements

- 3.1 If essential repairs are required and cannot be carried out while a tenant and their household is living in their property, we will confirm how long we expect the repairs to complete, and communicate a start date and estimated end date.
- 3.2 We will try to give the tenant as much advance warning as possible to enable them to make necessary alternative arrangements, and will offer assistance if required to enable them to make the temporary move by the agreed date. (See section 4 regarding emergency arrangements).
- 3.3 Where it is necessary for a tenant to move out, we will always aim to minimise disruption and the length of time away from their main property.
- 3.4 Where a tenant has expressed a wish to remain living in the property, even where we would normally recommend a temporary move, we will assess the risk and try to accommodate their preference where possible. However, if essential works are required for health and safety reasons, which we assess cannot reasonably and safely be undertaken with the tenant in occupation, the tenant will be required to move out.
- 3.5 A decision about whether a property is not safe to occupy will be taken at a senior level after a risk assessment is completed. If the health and safety of the occupants, or others, will be at risk and the resident has refused to move to suitable alternative accommodation, this is a breach of tenancy. We will take legal action where necessary to ensure the resident moves out, which will be considered on a case by case basis.
- 3.6 Where repairs are likely to take less than 6 weeks we will ask if the tenant could stay with relatives or friends. We will reimburse their normal rent for the full period they are staying with friends/relatives. We will not reimburse tenants or adjust accounts where they have made their own arrangements/changed agreed arrangements, without having obtained our prior agreement. (See also our Compensation and reimbursement policy).
- 3.7 If the tenant is not able to stay with family or friends, we will try to source nightly paid accommodation. While in temporary accommodation, tenants will remain liable for rent and service charges on their permanent address for the duration of the decanting period. The temporary accommodation costs will be met by us.
- 3.8 The location of nightly paid accommodation will depend on availability and needs of the family. Lewisham Council will consider a locational priority depending on medical and other needs in accordance with their [Location Priority Policy](#)
- 3.9 Lewisham Council will only consider the use of a hotel if we cannot source accommodation that we deem suitable for the households needs. This will continue to be reviewed if suitable accommodation becomes available during the decanting period.
- 3.10 If repairs are going to take more than six weeks to complete, we will aim to identify a suitable property within our stock to use for temporary decanting. Once a property has



been identified, this will require approval by the Decant Manager and Housing Manager.

- Tenants who are under-occupying their permanent home will be offered a temporary property that meets their immediate household's current needs.
- All other tenants will be offered a property with the same number of bedrooms as their current home.

3.11 Where required, we will assist the tenant with any necessary removals and/or storage of belongings. If tenants have pets that cannot remain in the property whilst the works are being done, we will encourage residents to make alternative caring arrangements for their pets. If they are unable to find alternative arrangements for the pets, we may be able to assist in making arrangements for them to be accommodated in a cattery or kennel facility.

3.12 Where a temporary decant is necessary due to tenant damage or misuse of their home, we will take action for breach of the tenancy and will seek to recharge all costs incurred for rectifying the damage and for the provision of alternative accommodation.

3.13 Tenants are required to move back to their permanent home promptly once the works for which they have been decanted have been completed. Failure to do so may jeopardise their tenant status.

## 4. Emergencies

4.1 Where a sudden unexpected event has caused a property to become not fit for human habitation, tenants may need to be moved out as an emergency measure. In line with our agreed decanting procedures, a decision about whether a property is not safe to occupy will be taken by our Decant Manager and Housing Manager, after a risk assessment is completed.

4.2 In these circumstances, we will ask if the tenant is able to make temporary arrangements to stay with relatives or friends if possible, and at least while we assess the damage. Where this is not possible, we will try to source temporary accommodation. In extreme circumstances, and only where we have been unable to find suitable accommodation, we may use hotel accommodation.

4.3 Following the emergency, we will aim to assess the extent of damage to the property as soon as it is possible for us to do so. Where we can carry out work to make the property safe for the resident to return, we will do so, whilst arranging for any additional work that can be carried out while the resident is back in occupation.

4.4 If the health and safety of occupants, or others, will be at risk and the resident has refused to move to suitable alternative accommodation, this is a breach of tenancy. We will take legal action if necessary.

4.5 We will maintain regular contact with the tenant to confirm how long we expect the repairs to be completed, and update them promptly if this changes. Once assessed, where work is likely to require the tenant to remain out of the property for more than a few days, and where any temporary arrangements in place cannot be sustained, we will work with the resident as set out Section 3 (Planned Arrangements).



- 4.6 We will assist the tenant for any necessary removals and/or storage of belongings, where required. If tenants have pets that cannot remain in the property whilst the works are being done, we will encourage residents to make alternative caring arrangements for their pets. If they are unable to find alternative arrangements for the pets, we may make arrangements for them to be accommodated in a cattery or kennel facility.

## 5. Definitions

5.1 This explains what we mean when we use the following terms in relation to this policy:

- Decanting – The process when a tenant is required to move out of their home. There are also statutory reasons covering permanent moves, which are not covered by this policy.
- Temporary decant – Where essential repairs are required and cannot be carried out with a household in occupation, requiring them to move out for a temporary period.
- Emergency – Where an unexpected event, such as a fire or flood has caused a property to become immediately uninhabitable. The move may allow us to assess the extent of the damage and decide next steps.

5.2 Decanting may be required for a number of reasons. This includes, but is not limited to:

- Fires
- Serious floods
- Structural issues
- Large repair work that cannot be carried out in situ
- Total lack of utilities

5.3 Fitness for Habitation – where conditions or safety issues are so bad that it is not reasonable for a resident to continue living in the property. A property should be safe, healthy and free from things that could cause serious harm.

## 6. Monitoring and controls

6.1 We will implement this policy through our Decanting procedure and Compensation procedure, and in conjunction with the London Borough of Lewisham's Allocations scheme. We will monitor the implementation to ensure that the policy is applied and administered correctly.

6.2 Where tenants have been placed in temporary accommodation provided by Lewisham Council, cases will be regularly monitored by the Decant Manager who will liaise with relevant services, in line with our Decanting procedure.

6.3 All long term voids and decanted properties are monitored. This is reported internally, to the Housing Executive team, as required.

## 7. Legislation and regulation

7.1 Legislation and regulation affecting this policy includes but is not limited to:

- Housing Act 1985
- Landlord and Tenant Act 1985



- Homes (Fitness for Human Habitation) Act 2018
- Pre-Action Protocol for Housing Condition Claims (England)
- Housing Health and Safety Rating System (HHSRS)
- Social Housing Regulation Act (including Awaab's law)

## 8. Equality, diversity, and inclusion

- 8.1 As part of the development of this policy, we checked we were able to meet our duties under the Equality Act 2010 and have undertaken an equality assessment as part of this to consider all protected characteristics. No adverse impact was identified.
- 8.2 We have determined that it is not appropriate to apply a one-size fits all solution to what may be very different and individual cases and circumstances. We will work with individual tenants to try to find a solution that has considered their household's circumstances. This will include medical and support factors, their wishes, our assessment of risk, and available resources.

## 9. Communication and consultation

- 9.1 Complaints regarding the application or handling of this policy will be managed in accordance with our Housing Services complaints policy.
- 9.2 This policy will be available through our website. A paper copy can be made available on request.
- 9.3 This policy and the procedure that accompanies it will be available through our staff intranet, and staff will receive training in its implementation.
- 9.4 In November 2021<sup>1</sup> we consulted with residents on the review of this policy and its implementation. We also ask affected residents for feedback which we will use in future reviews of this policy and practice.

## 10. Related documents

Related documents include but are not limited to:

- Repairs policy
- Required Access policy
- Damp and Mould policy
- Disrepair procedures
- Allocations policy

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<sup>1</sup> Consultation and policy development was at the time by way of the Council's ALMO Lewisham Homes



# Housing Services

## Temporary Relocation (Decanting) Policy

<b>Replaces:</b> Temporary Relocation (decanting) policy 2021 (Lewisham Homes) Minor updates to reflect the return of landlord services previously managed by Lewisham Homes to Lewisham Council	
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