



DECANT POLICY

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Executive Summary:

Our Decant Policy sets out how we will deal with situations where a customer's home requires significant repairs, or is deemed to be uninhabitable, and where the customer will require an alternative place to stay, either on a temporary basis or on a permanent basis due to health and safety or other factors that require us to find alternative accommodation.

Policy Grouping/Directorate(s)	Customer & Communities	
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Notes:		

1 Introduction and Aims

- 1.1 Decanting is a process used to describe where Rochdale Boroughwide Housing (RBH) customers are required to move from their homes under circumstances that may include emergency situations and where the customer will be required to move temporarily or permanently to suitable alternative accommodation.
- 1.2 We would require the customer and their household, to move out, either temporarily or permanently, for works to be completed. This does not include customers moving due to transfers, mutual exchanges or choosing to end their tenancy.
- 1.3 The aims of the policy are:
 - To support customers through the decant process and to identify the type of decant required. The policy is to be used to ensure everyone understands the obligations placed on RBH when a decant is required.
 - RBH will follow a systematic approach to decant management and will provide a supporting procedure for all employees to follow.

2 Context

- 2.1 RBH will support customers who are to be temporarily or permanently decanted by working with them to identify a suitable decant property. A suitable decant property will be based on the customer(s) family needs and their current location and RBH will attempt to keep customers and families in their current area. However, this may not always be possible. Consideration will be given for the need to maintain access to schools/work etc. All customers' individual and specific needs will be addressed on a case-by-case basis, for example those requiring adaptations due to a disability.
- 2.2 RBH will provide support with the move by arranging removal of furniture and possessions, disconnection of white goods e.g., cooker, washing machine and other items if necessary. This will also include the costs associated with a return move to the original home if it's a temporary decant arrangement. Customers who are being permanently decanted may be eligible for a home loss payment under section 30 (1) of the Land Compensation Act 1973.
- 2.3 During the decant process, customers have the right:
 - To be supported by a fair and efficient process to support them through the decant process at every stage.
 - To have their home and belongings treated with respect.
 - To be kept informed by RBH of the details and progress of their decant including ongoing works and timescales.
 - To be remunerated with reasonable costs and expenses incurred through the 'disturbances' of a decant. We do pay for food/take aways/broadband - on a case by case basis ie B&B accommodation we would provide an allowance for lunch/evening meal

2.4 Customers have the responsibility:

- To inform RBH of any conditions and needs that would require consideration when planning their decant.
- To keep full and legitimate records and proofs of purchase for expenses incurred as part of the decant.
- To inform RBH of any changes in circumstances or needs during the decanted period.
- To pack and prepare for the move, or to inform RBH if they require support in this.
- To inform utilities companies (gas, water, electricity, subscription TV, telephone) of their decant.
- To notify the local authority responsible for any Housing Benefit or Council Tax of the decant property.
- To look after their temporary home whilst they reside in it through the decant process.
- To pay rent on the temporary property at the same charge as their substantive home whilst the works are taking place

2.5 **Economic Standards**

Governance & Financing Viability Standard

Registered providers shall manage their resources effectively to ensure their viability is maintained while ensuring that social housing assets are not put at undue risk.

Consumer Standards

Safety & Quality Standard

Registered providers must ensure that customers' 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 unless exempted by the regulator.

When acting as landlords, registered providers must take all reasonable steps to ensure the health and safety of customers in their homes and associated communal areas.

Registered providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.

Transparency, Influence & Accountability Standard

Registered providers must treat customers and prospective customers with fairness and respect.

In relation to the housing and landlord services they provide, registered providers must take action to deliver fair and equitable outcomes for customers and, where relevant, prospective customers.

Registered providers must communicate with customers and provide information so customers can use landlord services, understand what to expect from their landlord, and hold their landlord to account.

Registered providers must ensure complaints are addressed fairly, effectively, and promptly.

3 Values

3.1 The policy fits with the mutual values of RBH:

Putting People First

We take responsibility for ensuring that this policy has a clear approach to how we support our customers through a decant process if required and enable customers to have clear expectation on any decant RBH can offer.

Working As One

The policy has been developed with our customers, colleagues and partners to achieve great outcomes for our customers.

Doing What We Say

We earn trust of the communities and customers we serve by acting on our words and ensuring we are accountable for our promises. This policy provides a clear approach to how we can decant customers and keep them informed on the progress.

Delivering Quality

We continue to have a forward-thinking approach to working within our communities and strive to achieve our customer and partners expectations through service delivery, accountability, professionalism, respect and trust.

Open & Transparent

We embrace the diverse communities which we serve and have developed this policy with a view to its implementation being a fair and balanced way of having the best interests of the communities and customers at its core.

4 Policy Statement

4.1 We will aim to carry out works without having to decant customers and will determine when relocation is required by carrying out a full assessment of the customer's household considering their needs whilst assessing the extent of the major works and repairs required and the approximate time this is likely to take.

Length	Classification	Details	Solution
1- 14 days	Emergency	Immediate risk to Health and Safety If you have to move due to an emergency such as fire or flood, and the property is no longer accessible to you we will make a referral and	Local Authority temporary accommodation property, staying with friends or relatives. All reasonable expenses

		signpost you in making an application to Rochdale Borough Council's Homeless Team for temporary accommodation whilst we complete the work required to your home.	will be provided by RBH where necessary.
14 days +	Temporary	Responsive repair or planned refurbishment works	B&B or vacant RBH property, staying with friends or relatives. All reasonable expenses will be provided by RBH where necessary.
Permanent	Not returning to original property	Refurbishment, demolition or resale of property.	RBH or other registered providers property

(See Appendix 1 for further details of the classification of decants)

- 4.2 We may consider decanting if the work and/or the time required is extensive.
- 4.3 We will consult with customers as soon as it is identified that a decant may be necessary and work with them throughout the decant process to ensure the disruption to their lives is kept to a minimum.
- 4.4 RBH will assess the works required to the property and work with the customer and neighbourhoods and repairs teams to establish a suitable alternative home for the duration of the works.
- 4.5 We will make disturbance and home loss payments where applicable.
- 4.6 We will keep customers informed throughout the whole process including timescales where works are likely to be completed in their principal home.
- 4.7 The people living at the customer's principal home at the time of the decant will be the only people eligible to be rehoused, and in some cases RBH may ask for evidence of residency. Visitors at the property will not be rehoused.
- 4.8 Despite pets being considered part of a household by some customers, RBH cannot be responsible for finding alternative accommodation for household pets in the case of a decant. All Customers' individual and specific needs will be addressed on a case-by-case basis (2.1). Exceptions will be made for assistance animals as without the auxiliary aid of an assistance animal the customer will be put at a substantial disadvantage.
- 4.9 If the customer is deemed responsible for the damage to the principle home, which results in a decant being required e.g. candle catching fire, children turning a hob on, cooking, chip pan fires etc RBH will recharge the customer once the claim is completed and the customer has returned to their principle home. The amount the customer would be recharged is covered through RBH's insurance excess up to full 100% depending on the cause of the damage.

Similarly if the customer neglects to report repairs, and this leads to significant deterioration in the condition of the property, which then requires the customer to be decanted, RBH will recharge the customer for the repairs

- 4.10 For customers who do not have contents insurance, RBH will recharge the customer for removing their debris. Further information on our home and contents insurance can be found at www.rbh.org.uk.
- 4.11 Any cleaning costs incurred, or any damage caused by a customer to a private rental property where a customer has been rehoused as part of the decant process will be recharged to the customer.
- 4.12 Moving can be a stressful time and a customer(s) may prefer to remain in a decanted property on a permanent basis rather than move back once repair work has been completed. This would be subject to approval from the Managed Move panel.
- 4.13 In accordance with Section 29 of the Land Compensation Act 1973, all customers (that meet the criteria as detailed above) who are to be permanently decanted and are not able to move back into the property, e.g., due to demolition, are entitled to a 'Home Loss' payment or a 'Disturbance Allowance' from RBH.
- 4.14 All such payments can be offset, wholly or partly, against any outstanding debts owed by the customer to RBH and will be assessed on a case-by-case basis.
- 4.15 Home Loss payments will be provided where applicable to customer(s) who have lived in the property for 12 months or more and are required to leave the property permanently due to compulsory purchase orders or redevelopment by a housing organisation. Home Loss payments will not be made if customers have agreed to move voluntarily due to repair works. To be clear any payment is one payment to all customers and not separate payments to joint customers.
- 4.16 Disturbance Allowances can be provided to customers who have not lived in the property for 12 months but are customers at the time of the decision to decant. The amount of the disturbance allowance can vary and will be considered on a case-by-case basis for reasonable costs and expenses incurred through the 'disturbances' of a decant. Customers must keep full and legitimate records and proofs of purchase for expenses incurred as part of the decant.
- 4.17 If a customer refuses a decant which is deemed reasonable then RBH may consider legal action if there is a significant risk to the health and wellbeing of the customer(s) or their family continuing to live at the property.

5 Monitoring

- 5.1 Monitoring will include:
 - Production of reports and updates to enable managers to monitor progress against agreed targets.

- Performance reports to the Senior and Executive Leadership Teams on how many decants have taken place in any period and the level of work required and cost analysis will be made available on request.

5.2 RBH will invite customers to engage in the monitoring and reviewing of its Decant Policy through the Customer Voice Panel and assess further feedback through customer consultation, satisfaction surveys and diversity inclusion and belonging.

6 Review

6.1 All RBH strategies, policies, service standards and procedures are reviewed on a regular basis to ensure that they are 'fit for purpose' and comply with all relevant legislation and statutory regulations.

6.2 This policy will go through the full policy approval process every 3 years and will undergo a desktop review annually. This is to ensure that it is fit for purpose and complies with all relevant and statutory regulations.

7 Links with Other RBH Documents

7.1 This policy links to the following policies and strategies:

- Lettings Policy
- Adaptations Policy
- Asbestos Safety Policy
- Safeguarding Policy
- Goodwill and Compensation Policy
- Rehousing Policy
- Repairs and Maintenance Policy
- Income Policy

8 Associated Legislation, National Standards and Regulations

- 8.1
- Housing Act 1985
 - Housing Act 1988
 - Land Compensation Act 1973
 - The Home Loss Payment (England) Regulations
 - Equality Act 2010

9 Inclusivity statement

- 9.1 We are dedicated to fostering an inclusive and equitable environment for all. We ensure that everyone is valued and respected. Our policies aim to be inclusive, and will comply with UK laws, including the Equality Act 2010, to create a diverse and supportive environment for people to thrive.
- 9.2 We understand not everyone absorbs information the same way. If you have any difficulty understanding or interpreting this document please email people@rbh.org.uk or call Freephone 0800 027 7769. We will work with you to ensure your individual needs are met.

Appendix 1

An emergency decant: A customer(s) will be required to move out of their property due to an unexpected event has caused the property to be uninhabitable such as a fire or flood. In any emergency the priority will be the immediate rehousing of the customer(s) affected. Once this has been resolved a full assessment will be carried out to establish:

- The likely timescales of the property being uninhabitable and the housing requirements of the customer.
- Each case will be reviewed on an individual basis to ensure appropriate steps have been taken to address the customer's needs and that suitable alternative accommodation has been found.

A temporary decant: A customer(s) may be required to move out of their current property for a period of time to enable major or urgent work to be carried out, with the intention that the customer returns to the property once the repair work has been completed and at the earliest opportunity. Instances constituting temporary decants include, but are not limited to:

- Major repair works being carried out at the current property that would exacerbate the customer's medical condition.
- Major repair works to the current property e.g., asbestos removal; gas leaks; treating for dry rot/woodworm;
- Extensive improvement works required at the current property which would leave the property uninhabitable (see above). This does not include programmes of works such as kitchen, bathroom, or heating upgrades unless the customer's medical condition is likely to be affected.

A permanent decant: A customer(s) is unable to remain in their current property but there is no intention that the customer will be returned to their original property. Instances constituting permanent decants include, but are not limited to:

- Demolition of a current property.
- Conversion of a property to the extent that it no longer meets the criteria of its original purpose e.g. three bedroomed flats remodelled into one/two bedroomed flats.

Rent on the customer's principal home needs to continue to be paid as RBH is still providing accommodation. If the customer does not pay the rent for their principal home, RBH may take tenancy action on the grounds of non payment of rent.