TEMPORARY MOVES POLICY

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Executive Summary:
Temporary moves are usually necessary where a property cannot safely be occupied or where significant repairs or improvements cannot be completed while the customer remains in residence. The policy explains the circumstances in which a temporary move may be required, how decisions are made, and the support RBH will provide before, during and after the move.

Policy Grouping / Directorate	Customer and Communities	
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Reviewed by Policy Team	Date: 6th August 2026	Name: Sarah Wilson
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Notes: Please note – this policy has been re-written to replace the previously named Decant Policy		

1 Introduction and Aims

1.1 This policy sets out RBH's approach to managing temporary moves, where a customer is required to leave their home for a limited period.

RBH is committed to ensuring that temporary moves are managed in a way that prioritises safety, minimises disruption and provides a fair, transparent and supportive service to customers.

This policy does not cover permanent rehousing. Where it becomes clear that a customer will not be able to return to their home, this will be managed in accordance with the RBH Rehousing Policy.

1.2 The aims of the policy are:

- To outline the principles to be followed and applied in the event that an RBH customer requires temporary accommodation such as due to their home being unsafe or needing major repairs.
- To ensure all customers receive tailored and adapted support to meet their needs.
- To ensure all temporarily relocated customers receive financial compensation as detailed in this policy and linking with the RBH Good Will and Compensation Policy.
- To ensure that customers who are required to relocate permanently receive their legal right to a home loss payment and disturbance payment.

2 Context

2.1 This policy applies to all RBH customers and leaseholders who are required to leave their home temporarily due to circumstances beyond their control. It also applies, where appropriate, to other occupants where RBH has a legal, contractual, or statutory obligation to provide temporary accommodation, with eligibility determined by the relevant tenancy, lease, licence, or occupancy agreement. This includes emergency situations such as fire, flood or structural failure, as well as planned moves arising from major repairs, investment works or health and safety risks.

Temporary moves may also be required where works are necessary to address hazards that present a risk to the health, safety or wellbeing of occupants, including circumstances where action is required to comply with legislative and regulatory requirements such as Awaab's Law. In such cases, where the required remedial works cannot be completed safely with the household remaining in occupation, RBH may arrange temporary accommodation.

Temporary moves may be required at short notice in emergency situations or may be planned in advance where works are scheduled. The duration of the move will vary depending on the nature of the issue and the time required to make the property safe and suitable for occupation.

The policy does not apply to customer-requested transfers, mutual exchanges, or situations where a move is permanent in nature.

2.2 This policy supports the following economic standards:

Governance and Financial Viability – ensuring legal and financial compliance through any financial compensation payments, where appropriate.

Value for Money Standard – ensures customers' homes can be repaired in a timely manner minimising financial waste.

This policy supports all four of the consumer standards:

Safety and Quality Standard – ensuring that decants triggered by safety concerns are handled promptly and in line with customer safety responsibilities.

Tenancy Standard - ensuring RBH meet our legal requirements for customers to receive their home loss, and disturbance payments where appropriate.

Neighbourhood and Community Standard – ensuring RBH work in partnership with external agencies to provide a full support package to customers being temporarily decanted.

Transparency, Influence and Accountability Standard – ensuring that clear and concise communication is provided surrounding the reasons for decanting and the support customers may be entitled too.

This policy reflects the Housing Ombudsman's expectations for temporary moves and promotes a consistent, fair and customer-focused approach, with due regard to safety, communication, individual needs and ongoing support throughout the temporary move process.

3 Values

3.1 Putting People First: ensuring we listen to our customers, make the processes for accessing the elements of this policy as easy as possible and ensuring we act with empathy at what can be a challenging time for customers when having to relocate from their current home.

Doing What We Say: by setting out the legal rights of all affected customers and how RBH will support them during this potentially difficult time.

Working As One: working across various internal RBH services and external partners and agencies to ensure all customers are supported to the best of our ability.

Delivering Quality: by ensuring all customers receive a quality service that protects their legal rights and provides additional support for those who require it.

Open & Transparent: ensuring that we tailor how this policy and its actions are delivered by the needs of each individual household and customer.

4 Policy Statement

4.1 Principles and Approach

RBH will take a structured and person-centred approach to temporary moves. The starting point will always be to consider whether works can reasonably be completed while the customer remains in their home. A temporary move will only be required where there is no safe or practical alternative.

Where a move is necessary, RBH will ensure that decisions are based on a clear assessment of risk and customer need. This will include consideration of health, disability, caring responsibilities, family composition, and access to employment, education and support networks.

Clear communication is central to this approach. Customers will be provided with clear information about why a move is necessary, how long it is expected to last, and what support is available. RBH recognises that uncertainty can be distressing, particularly where moves are unexpected, and will maintain regular contact and updates throughout the process.

RBH will also ensure that customers are supported practically and financially so that they are not disadvantaged because of a temporary move.

4.2 Assessment and Decision Making

A decision to require a temporary move will be based on both a property assessment and a customer needs assessment.

The property assessment will determine whether the home is safe to occupy and whether works can be completed with the customer remaining in place. This will include consideration of statutory health and safety requirements and the nature and scale of the works.

The customer assessment will consider the individual circumstances of the household. This includes medical needs, caring responsibilities, vulnerabilities, and any other factors that may affect the suitability of alternative accommodation. RBH will ensure that this assessment is recorded and regularly reviewed.

In emergency situations where immediate action is required to protect safety, a temporary move may take place before a full assessment is completed. In such cases, a comprehensive assessment will be carried out as soon as possible afterwards.

4.3 Suitable Alternative Accommodation

Where a temporary move is required, RBH will provide suitable alternative accommodation that meets the needs of the household as far as reasonably practicable.

Accommodation will be safe, secure and of an appropriate size for the household. Consideration will be given to the location of the accommodation to ensure reasonable access to schools, work, medical services and support networks. While it may not always be possible to meet all preferences, RBH will clearly explain the reasons for any decisions made.

Depending on the circumstances, temporary accommodation may include another RBH property, a furnished property, or short-term arrangements such as hotel accommodation in emergency situations. Where hotel or other short-term accommodation is used, RBH will make arrangements to move the customer into more suitable medium-term accommodation as soon as possible.

4.4 Support for Customers

RBH recognises that temporary moves can be disruptive and stressful. Customers will therefore be supported throughout the process with a coordinated and consistent approach.

A named point of contact will be provided so that customers have a clear route for communication and support. RBH will arrange removals and, where necessary, storage of belongings. Support will also be provided with practical matters such as utilities, benefits and maintaining access to essential services.

Where customers have additional needs, a tailored plan will be developed to ensure that appropriate assistance is in place. This may include liaison with support services or adjustments to accommodate medical or accessibility requirements.

4.5 Rent, Charges and Financial Arrangements

RBH will ensure that customers are not financially disadvantaged as a result of a temporary move and that all financial arrangements are clearly explained at the outset and kept under review throughout the period of the move.

Customers will normally remain liable for the rent and any applicable service charges on their permanent home, as their tenancy continues during the period of the temporary move. However, where temporary accommodation is provided, RBH will ensure that customers are not required to meet duplicate housing costs. If a temporary move occurs at the time of an annual rent review, the rent on the permanent property will still be increased and relevant rent increase notices served.

During the temporary relocation, rent will continue to be charged only on the permanent property, with no rent payable for the temporary accommodation. Where the temporary accommodation does not provide access to cooking facilities e.g. a hotel, the tenant will receive compensation payments.

In addition, RBH will meet the reasonable and necessary costs associated with the move itself. This may include the cost of removals, storage where required, and the disconnection and reconnection of essential appliances. Any additional costs incurred as a direct result of the move will be considered on a case-by-case basis, with the intention of ensuring that customers are not left out of pocket.

Customers remain responsible for any charges associated with their occupation of the temporary accommodation that are not met by RBH, including charges arising from their own actions or omissions. Customers are expected to take reasonable care of any temporary accommodation and any furniture, fixtures, fittings, equipment or other items provided by RBH. Any damage caused beyond fair wear and tear, cleaning costs arising from neglect, or other rechargeable costs will be recovered from the customer in accordance with the RBH Recharge Policy.

4.6 Council Tax

Liability for Council Tax during a temporary move can vary depending on individual circumstances and the nature of the accommodation provided. RBH will take a proactive approach to ensuring that customers understand their responsibilities and are not financially disadvantaged.

Where a customer is temporarily moved, RBH will:

- Provide clear advice on Council Tax liability for both the permanent home and any temporary accommodation
- Liaise with the local authority where appropriate to confirm liability and any exemptions or discounts that may apply
- Ensure that customers are not required to pay Council Tax on two properties at the same time
- Consider reimbursement or direct payment of Council Tax costs where liability arises solely as a result of the temporary move

Where the permanent home is unoccupied due to works, RBH will support customers to access any available Council Tax exemptions or reductions. Where temporary accommodation includes Council Tax within the charge (for example, in hotel or serviced accommodation), this will be clearly explained.

Customers are expected to cooperate with RBH and the local authority in providing information required to assess Council Tax liability. RBH will ensure that any arrangements are transparent and agreed in advance, so that customers have clarity about their financial position throughout the move.

4.7 **Communication and Customer Engagement**

RBH will ensure that communication is clear, timely and consistent throughout the temporary move process. Customers will be informed in writing of the reason for the move, the expected duration, and the arrangements for accommodation and support.

Regular updates will be provided, particularly where there are delays or changes to timescales. RBH will ensure that customers know who to contact if they have questions or concerns.

Records of all assessments, decisions and communications will be maintained to ensure transparency and accountability.

4.8 **Returning Home**

Returning customers to their permanent home is a key priority. RBH will monitor progress of works and keep customers informed of expected completion dates.

Before a customer returns, the property will be inspected to ensure it is safe, clean and suitable for occupation. RBH will arrange and cover the cost of the return move.

Where there are delays, these will be communicated promptly, along with revised timescales and any additional support required.

4.9 **Permanent Moves and Rehousing**

In some cases, it may not be possible or appropriate for a customer to return to their home. This may arise due to the condition of the property, the scale of works required, or changes in the customer's circumstances.

Where a permanent move is required, this will be managed in line with the RBH Rehousing Policy. Customers will be supported through this process and provided with clear advice on their options and entitlements.

4.10 **Leaseholders (including shared owners)**

Leaseholders (including shared owners) are responsible for maintaining their homes in a good state of repair in accordance with the terms set out in their lease. RBH's repairing obligations to leaseholders are governed by the lease agreement and relevant legislation, including the Landlord and Tenant Act 1985.

There is no general statutory obligation on social landlords to provide temporary or alternative accommodation to leaseholders where their home becomes uninhabitable. Leaseholders are typically expected to make provision for such circumstances through appropriate buildings and contents insurance, which should include cover for alternative accommodation where required.

RBH will not ordinarily have a legal duty to provide temporary accommodation to leaseholders. However, each situation will be assessed on a case-by-case basis. In exceptional circumstances, RBH may exercise discretion to provide temporary accommodation under this policy, considering factors such as risk, vulnerability, and the nature of the works required.

For planned works, RBH will consult with leaseholders in advance in line with Section 20 of the Landlord and Tenant Act 1985 (as amended), where applicable. This consultation will take place prior to any discussion regarding temporary moves. Where a leaseholder refuses access or a temporary move that is necessary to enable RBH to meet its repairing obligations, RBH will seek appropriate legal advice and may pursue enforcement options in line with the lease terms.

4.11 **Suitable Alternative Accommodation**

While RBH does not have the same duty to rehouse leaseholders as it does for customers, it may provide suitable alternative accommodation in limited circumstances, including:

- Where there is an express obligation within the lease agreement;
- Where the need to move arises directly from RBH's actions, inaction, or negligence; or
- Where a temporary move would facilitate essential repair works, health and safety compliance, or redevelopment activity.

Where RBH provides temporary accommodation in circumstances where there is no legal obligation to do so, this may be offered on a temporary tenancy or licence basis, and charges (such as rent or service costs) may apply.

5 Monitoring

5.1 RBH will monitor the implementation of this policy to ensure it is effective and consistent. Feedback from customers, complaints and learning from Housing Ombudsman cases will be used to improve practice.

The policy will be reviewed periodically to ensure it remains aligned with legal requirements, regulatory expectations and sector best practice.

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:

- RBH Rehousing Policy
- RBH Repairs Policy
- RBH Goodwill and Compensation Policy

8 Inclusivity statement

8.1 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.

8.2 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.

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