

Appendix 1

TEMPORARY MOVES (DECANT) POLICY

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This policy was approved on [date] and will apply to any decants moves made on or after [date].

The commitments, property types and the rent/tenancy arrangements set out in this policy will not apply to temporary moves commenced before this date. However, payments offered in the Decants Payment Schedule will be paid with effect from the first Monday after the policy comes into force with the exception of Inconvenience Payments offered to secure tenants making their own arrangements. These payments will not be paid where the tenant's rent account has no ongoing rent charged.

1 INTRODUCTION

- 1.1 As a landlord, Haringey Council has a duty to undertake repairs to its tenants' homes and its resident buildings. The vast majority of these repairs can be undertaken and completed with the tenant or leaseholder remaining in their home. However, there will be occasions where works cannot be carried out with the residents present either because of the extent of work required or because of health and safety issues.
- 1.2 Haringey Council recognises that moving on a temporary basis involves substantial upheaval and inconvenience and may cause distress. A move into alternative accommodation will therefore only be considered where a tenant or leaseholder cannot remain in occupation while works are undertaken.
- 1.3 This policy sets out the offer and support Haringey Council will offer to secure tenants who are required to temporarily move out of their home in order to undertake planned essential repairs or improvements.
- 1.4 The policy also provides guidance on the Council's approach where a resident leaseholder needs to vacate their home due to works. In nearly all cases, the costs of alternative accommodation will be covered by a building insurance claim. In these cases, the Leasehold team will advise the leaseholder on how to make claim.
- 1.5 However, on rare occasions there may be instances where the building insurance does not cover alternative accommodation. In these circumstances, the responsibility will be determined by the terms of the lease and the Council will advise the leaseholder whether they or the Council are responsible for these costs.
- 1.6 This document also sets out the Council's response when the Council is liable for these costs. In most cases, these arrangements will be through payments to leaseholders rather than direct provision of alternative accommodation. Accommodation will only be provided directly where the leaseholders is vulnerable and lacks the support to make these arrangements themselves.

When does this policy apply?

- 1.7 This policy applies to secure tenants and (where appropriate) resident leaseholders of Haringey Council who are required to move out of their current home to undertake planned repair works. This is sometimes called a "decant" or (where the resident is returning to their home) a "temporary decant".
- 1.8 The policy does not apply to

- **The immediate accommodation offered in emergency situations such as fire and flood.**

In such circumstances, the immediate accommodation will be arranged through the Emergency Planning team. It is likely that you will be asked to move to more suitable accommodation if you are unable to return to your home quickly.

- **Permanent decants due to redevelopment/regeneration.**

Moves from regeneration estates are covered by the Estate Renewal Rehousing and Payments Policy.

- **Tenants of other landlords including the tenants of Haringey leaseholders.**

The provision of alternative accommodation falls to the tenant's landlord.

Leaseholders with tenant in their property are expected to make an insurance claim on the landlord insurance.

- **Any other tenures such as non-secure tenants of Haringey Council in temporary accommodation, licences, or other resident arrangements.**

1.9 Where a secure tenant has only lost the use of part of their home and can remain in occupation while the works are to be undertaken.

1.10 In these cases, the tenant's rent account will receive a refund of part of their rent. Where tenants are unable to use their kitchen for cooking or other facilities, the Council will also cover any additional costs such as purchasing food.

1.11 Tenants or household members will not be allowed to remain in the property where there is a risk to the tenant or contractors or where it is inappropriate.

COMMITMENTS TO SECURE TENANTS

TENANTS WILL RECEIVE AN OFFER OF A TEMPORARY MOVE TO A PROPERTY OF THE SAME SIZE & WILL BE SUPPORTED TO MOVE WHERE THIS IS NEEDED

This means that:

- Tenants will always have somewhere to stay and for longer stays, the alternative address will match their current home for smaller properties unless they currently have spare bedrooms. Those in larger homes (4 or more bedrooms) may need to share rooms until they are able to return to their home.
- Where a member of the household receives care and would be unable to temporarily move to standard accommodation, the Council will discuss options including providing temporary stays in sheltered housing or respite care.
- The Council will provide moving services to vulnerable tenants who are unable to organise these services without support.

TENANTS WHO ARE REQUIRED TO MOVE TEMPORARILY AND WILL RETURN TO THEIR CURRENT HOME WHEN THE WORKS ARE COMPLETED

This means that:

- The tenant will remain the secure tenant of their current home.
- The tenant will continue to pay the current rent on their current home.
- No rent payments will be due for the alternative accommodation they are offered.

NO TENANT WILL BE FINANCIALLY WORSE OFF AS A RESULT OF HAVING TO TEMPORARILY MOVE OUT OF THEIR HOME

This means that:

- The Council will pay for moving, packing and relocation costs of the move to alternative accommodation and back to the tenant's current home.
- The tenant will not incur higher costs while living in the alternative accommodation. The Council will cover any increased costs such as food where there are no or limited cooking facilities, and/or increased travel costs such as to work or school.

ALL TENANTS WHO WISH TO MAKE THEIR OWN TEMPORARY ARRANGEMENTS WILL BE SUPPORTED TO DO SO

This means that:

- The tenant can choose to make their own arrangements for their household to stay with friends or family if they wish.
- Tenants who make their own arrangements will be paid for reasonable travel costs to re-locate, and both a one-off payment and weekly payments for inconvenience as set out in the Decant Payments Schedule.

THE NEED TO MOVE TEMPORARILY WILL NOT AFFECT THEIR PLACE ON THE WAITING LIST FOR A FOR PERMANENT MOVE

This means that:

- Tenants who want a permanent move will keep the same place on the waiting list.
- Applications will be based on their permanent home even during temporary moves.
- Tenants can still bid for permanent move while they are at the alternative address.

2 The Offer to secure tenants.

Initial Meeting and options

2.1 When a tenant is required to move out for repairs to be undertaken the Housing Officer will seek to discuss this with the tenant in person (where possible) or in a phone call.

2.2 The Housing Officer will -

- Provide the tenant with a copy of the Commitment to Secure tenants and explain what this means for the tenant where needed.
 - Discuss their options including the alternative accommodation they may be offered and whether they are able to make their own arrangements.
 - Gather details of who lives in the household and whether the tenant is able to make their own arrangements.
 - Where the tenant can make their own arrangements, discuss these with the tenant to make sure these are suitable and appropriate.
 - Where the tenant cannot make alternative arrangements, the Housing Officer will also ask the tenant of details of any medical/mobility issues and/or any caring responsibilities. as well as other arrangement which may need to be made e.g. pets.
 - Discuss the tenant's preferences including the timing of the move but stressing that given the limited number of homes available and the urgency of the repairs, explain that the Council may not be able to meet these.
 - Explain that moves will be temporary and when the tenant will be expected to return to their current home.
 - Ensure the tenant is aware that they will only receive one offer of alternative accommodation and that the Council will take legal action if they fail to move out to allow the Council to undertake the work.
 - Reassure the tenant that:
 - they will remain the Secure Tenant of their current home and have the right to return after the works have been completed.
 - that the Council will cover the costs of the alternative accommodation provided by the Council or pay a one-off payment where tenants make their own arrangements
 - that the Council will cover moving costs and any reasonably additional costs they incur as set out in the Decant Payments schedule.
 - that the need to move out temporarily will not affect their place on the waiting list
- and

- that any tenant who has a live housing application can still bid for and accept a permanent move through the usual application processes.

2.3 The tenant will also be sent a letter explaining:

- the repairs that are needed.
- the reason why the tenant must move out while the works are being carried out.
- the urgency of the repairs
- how soon the Council needs them to move and
- how long before they can return to their home.

Accommodation arranged by the tenant.

2.4 Tenants are encouraged to make their own accommodation arrangements to stay with family or friends on a temporary basis where this is possible, but this shall be their own responsibility. All arrangements should be discussed with the Housing Officer to ensure that they are appropriate. The Housing Officer may undertake suitable checks where there are child safety or other concerns.

2.5 Where the tenant has made their own arrangements, the Council will offer the tenant the following payments:

- An Inconvenience Payment (see Decants Payments schedule) while the tenant is unable to use their home and is not being provided with alternative accommodation.
- Reasonable travel costs to re-locate and to return to their original home.
- Meet other reasonable costs of re-locating as agreed with the Housing Officer.

2.6 The Council will not though make any payments towards rent/occupation of any property under such private arrangements.

2.7 Although absent from the property, the tenants will be expected to maintain rent payments for their original home while they are absent. This can be paid through a continued housing benefit claim or from the Inconvenience Payment which will be higher than the current rent.

One offer of alternative accommodation provided by the Council.

2.8 Unless the tenant has chosen to make their own arrangements as above, tenants will receive one offer of a temporary move.

2.9 Sheltered Housing will only be offered to tenants already in Sheltered Housing or where the tenant is eligible for Sheltered Housing and has agreed to this in advance. Out of Borough accommodation will only be considered in exceptional circumstances and where suitable accommodation can be procured.

2.10 The Council will only make one offer of alternative accommodation unless the Decants Panel makes a decision that the original offer was un-suitable.

2.11 Offers in sheltered housing will also be disregarded unless the tenant is already lives in sheltered housing home.

2.12 While the Council would like to meet the tenants' preferences, this will not always be possible as there are very few properties which could be offered.

- 2.13 In order to move tenants as quickly as possible, all offers will be made by direct let. Choice Based Lettings will not be used.
- 2.14 Offers will be made in a letter as well as by phone or email where possible. The offer letter will explain:
- the size and type of property
 - the property location
 - A deadline to respond to the letter.
- 2.15 Tenants will not be charged any rent or occupation charges for the alternative property while they are unable to return to their original home.
- 2.16 Tenants will though be expected to continue to pay the rent for their permanent home and to keep to any rent re-payment agreements. This is particularly important where the agreement forms part of a possession or court order.
- 2.17 The letter will also advise the tenant on what additional payments and support the Council can offer when they move to this address.

3 Accepting and refusal of offers

Accepting an Offer of Alternative Accommodation

- 3.1 The offer letter will explain how the tenant can accept the offer of accommodation. This will include viewing the accommodation offered and collecting the keys.
- 3.2 At the viewing, tenants will be expected to sign a License Agreement for temporary move and a disclaimer confirming that the accommodation is temporary. The tenant will also need to make arrangements for collecting the keys.

Refusing an offer of accommodation

- 3.3 If a tenant refuses a direct offer of accommodation, the Housing Officer will ask the tenant for the reasons they refused the offer.
- 3.4 The Housing Decants Panel will then consider these reasons and decide if the refusal was reasonable. Although each case will be considered separately, the tenant preferences on location, property type, number of or size of bedrooms or floor will not generally be accepted unless there are other issues such as accessibility or care giving which would make the property unsuitable.
- 3.5 If the tenant's reason for refusal is upheld, the Panel will make one further 'direct let' offer of suitable accommodation.
- 3.6 If the tenant's reason for refusal is considered unreasonable and is therefore not upheld, the Decants Panel will make no further offers. Where applicable, the Panel may give guidance on the legal action taken to ensure the tenant provides access to undertake the repairs. This may include possession proceedings or injunctions against the tenant.

Failure to respond to an offer of accommodation.

- 3.7 If a tenant fails to respond to a written offer of alternative accommodation within the deadline set out in the offer letter, and without providing good reason, they will be considered as having refused a reasonable offer of accommodation.
- 3.8 In these circumstances, the case will be referred back to the Decants Panel for further guidance as per 3.6. No further offers of alternative accommodation will be made.

Withdrawing an offer of accommodation

- 3.9 A written offer of accommodation can only be withdrawn by the Council where one or more of the following situations apply:
- The information provided by tenant available at the time of the written offer was incorrect and the tenant is not eligible for the property.
 - Property details available at the time of the written offer were incorrect and the property does not match the applicant's needs.
 - The tenant's eligibility has changed.

4 Refusal To Provide Vacant Possession

- 4.1 Where a tenant has refused to give possession and/or where an offer has been refused, the Decants Panel will review the case including the need for the tenant to leave the property.
- 4.2 Where the Decants Panel has reconfirmed the tenant cannot remain in the property and where the repairs are essential, enforcement action will be undertaken to enable the work to be carried out where it would be unsafe for the tenants to remain in occupation or where failure to carry out works would lead to further damage to the property or neighbouring properties.
- 4.3 Where the Decants Panel decides that it is safe for the tenant to remain, the tenant should be advised that this is their only offer and that they will not receive another offer unless the property or circumstances deteriorate.

ACCOMMODATION OFFERS TO SECURE TENANTS

5 Accommodation Options for tenants

Type of accommodation offered.

- 5.1 Where the tenant is only expected to move out for less than 2 weeks, and where the tenant is unable to make their own arrangements, an offer of a room or rooms in a hotel or Bed & Breakfast may be made without referral to the Decant Panel. However, there will be cases when vulnerabilities will mean that hotel accommodation is unsuitable. In this case, a referral may be made to the Decant Panel to consider more appropriate options.
- 5.2 For all other moves, the accommodation offered will be decided by the Decants Panel who will consider each case separately. The Panel will also consider alternative arrangements the tenant proposes.
- 5.3 For shorter-term moves, the property offered is likely to be a hotel or bed & breakfast, but the Panel may also consider other options such as serviced apartments where applicable. Where the tenant is over-50 or there are high support needs, offers may also include sheltered housing guest rooms or respite care.
- 5.4 For longer-term moves this will be to a self-contained home and for smaller properties, the temporary address will have the same size as their current home (unless they already have spare bedrooms). However, given the urgency to undertake work, the Council may ask household members from larger properties to share rooms.
- 5.5 Typically, longer-term accommodation will be on a Council estate renewal scheme or in a home which the Council rents but in exceptional circumstances properties may be procured from a private landlord where this is needed. Legally, these properties cannot be offered as a secure tenancy and so will always be offered as a temporary move.
- 5.6 Where the tenant is over-50 or there are high support needs, longer term offers may also include sheltered housing or respite care.
- 5.7 Placements will be made on a temporary basis unless the tenant is under-occupying their current home or being placed in a sheltered housing scheme.

6 Permanent moves

- 6.1 The Council recognises that some tenants who need to move out for repairs will already be waiting for a new home and will want their move to be permanent. However, given the shortage of homes and large number of families on the waiting list, it is not possible or fair to automatically offer a permanent home as this will have an undue impact on the other households who may have been on the waiting list for much longer.
- 6.2 Although each case will be decided individually, the Decants Panel will generally only offer temporary moves. The Panel may though make permanent offers where the tenant:

- the tenant is under-occupying their current home subject to approval by the Panel.
- wish to move to sheltered housing. In all cases though, the tenant will have the right to return to their original home should they wish.

6.3 The above offers can only be made where a suitable property is available and may not be made if the tenant has large arrears or has broken another condition of their tenancy.

6.4 Tenants who refuse a temporary offer because they wish to move permanently will be deemed to have unreasonably refused an offer. However, tenants who have received or are about to receive a permanent offer through the usual application process will be allowed to accept this offer instead of the temporary offer made through this policy.

6.5 Where a property has been offered as a permanent move, the tenant will have the right to return to their original home should they wish but the tenant will need to accept the offer as a permanent move at the time of viewing. Once accepted as a permanent move, tenants will not be allowed to return to their original home.

6.6 Any properties accepted as permanent will be treated as a transfer and tenants will not be eligible for payments set out under this policy.

7 Location of Alternative Accommodation

Offers in Emergencies

7.1 Where a tenant is required to move due to emergencies (e.g., due to fire or flood), Haringey Council will, in the first instance, concentrate on securing suitable accommodation for the tenant(s). The immediate accommodation and support offered in emergencies will be arranged by the Duty Emergency Planning Officer or Emergency Planning or their agents and are not covered by this policy.

Offers for planned works.

7.2 While the Council will seek to offer alternative accommodation close to the tenant's current address where this is available, there is only a very limited supply of alternative accommodation. Given the urgency to move, accommodation may therefore be offered in any part of the Borough. Accommodation outside of the borough will only be offered where they tenant has specifically requested this.

7.3 This may mean that the tenant will have an increase in travel time to work, school or other institutions or to friends and family. Where there is a significant increase in travel costs, the Council will consider payments to cover these as set out in the Decant Payments schedule.

8 Size of alternative accommodation offered.

8.1 Accommodation offered for very short-term moves will typically be room(s) or family room(s) a hotel or bed and breakfast.

8.2 Where the temporary move is longer, the offer will usually be a self-contained home. These homes will have the same number of bedrooms as the tenant's permanent home unless the tenant has been under-occupying their current home.

8.3 The rooms in the temporary address may not be of the same size as the tenants' current home particularly where short stay accommodation such as a hotel is offered.

Under-occupation

8.4 Where a tenant is under-occupying their permanent home, they will be offered a property that is appropriate to their household size.

8.5 As set out above, under-occupying tenants who wish to move to a smaller property on a permanent basis will be offered an alternative home as a permanent move unless there are large arrears, anti-social or other tenancy related reasons where this would be inappropriate.

9 Type of Accommodation

9.1 The alternative accommodation offered may be different from the tenant's current home.

9.2 For instance, the temporary address: -

- May be a flat in a block or on an estate even if the tenant currently lives in a house or street property.
- Might not have a garden or balcony – even if the permanent property has this.
- May be on any floor unless there are medical reasons to be on the ground floor.
- Be in hotel or bed or bed & breakfast or furnished accommodation, where necessary.

9.3 Properties with level access will be prioritised for applicants with a serious documented medical need.

10 Condition Of Property

10.1 We will ensure the properties offered meet the 'Letting Standard'.

Internal decorations

10.2 Accommodation will be offered will be of a reasonable standard but may not be decorated to enable the move.

Cookers, fridges and furniture.

10.3 The Council may provide equipment such as cookers and fridges where this is more suitable than relocating them from the original property.

10.4 The Council may also provide beds and other furniture for shorter moves as well as curtains and blinds where needed. Tenants will though be generally expected to use their own furniture for longer-term moves where this is practical. Any moving costs paid by the Council.

11 Medical Considerations

11.1 Medical conditions that will be impacted by the size, type and location of offer of accommodation will be considered on a case-by-case basis, using the evidence provided.

11.2 This includes:

- The time it will take to travel to and from medical and/or care services.
- Travel time for medical professionals to visit the tenant on regular basis.
- Adaptations.

SUPPORT AND PAYMENTS FOR SECURE TENANTS

Landlord responsibilities

11.3 Haringey Council, will:

- Organise the removals.
- Provide extra assistance to vulnerable tenants who may need help to move.
- Support will be considered on a case- by-case basis.

Tenant responsibilities

11.4 Tenants are responsible for:

- Packing their possessions.
- Returning the keys by the due date so that repair works can commence.
- Continued payment of the rent for their original home.

11.5 For longer moves, tenants will also be responsible for updating all services and utilities on their change of address.

Storage

11.6 Furniture and/or personal belongings that cannot fit in the alternative accommodation and cannot remain in the permanent property will be placed into storage which the Council will pay for.

Pets

11.7 Where tenants are moving on a temporary basis, the Council will seek to find accommodation which will allow them to take their pets with them. However, there is a very limited supply of short-term accommodation such as hotels which will allow pets.

11.8 With limited options, tenants with pets may be placed further away from their current home. Tenants may therefore wish to make their own arrangements for pet it is likely that the only local accommodation available is unable to accept them. Arrangements for pets can be discussed in the initial meeting with the Housing Officer.

12 Relocation Costs

Relocation assistance and expenses

12.1 The Council will offer all tenants assistance with relocation, where required and a payment to cover any reasonable costs associated with moving to the temporary address.

12.2 Where a tenant opts to arrange removals themselves, tenants may request help with any reasonable costs of:

- removal contractor's fees
- disconnecting and reconnecting any appliances, including washing machines, electric key meters
- reinstalling a telephone
- redirecting mail for up to three months

- storage of items where this cannot be kept in either the original or alternative accommodation.
- curtains and carpets (a reasonable contribution will be made where receipts or quotes can be provided).

12.3 Payments for moving costs will be made on completion of each move and where the Council have been given the keys to the property.

Reasonable additional expenses during a temporary move.

12.4 Haringey Council recognises that tenants may need to spend more at temporary address than they would if they were living in their original home. The Council will seek to minimise any additional expenditure by additional payments.

12.5 Payments for additional costs will only be paid where tenants have provided evidence to support the claim.

TENANT RESPONSIBILITIES WHILE AT THE ALTERNATIVE ADDRESS

13 Rent Payments

Rent payments for the tenant's permanent home.

- 13.1 The tenant will continue to be the secure tenant of their original home even while they are living at the alternative address.
- 13.2 Tenants must continue to make rent payments for their original home including any payments due as part of a repayment plan already agreed.

Rent / occupation charges for the temporary address.

- 13.3 Tenants will not be asked to pay rent for the alternative accommodation while they are unable to use their permanent home.
- 13.4 However, if the tenant delays their move back to their original home beyond the return date given by the Housing Officer will be charged for the alternative accommodation from the date that they were expected leave the property.
- 13.5 This charge will be equal to the rent for the alternative property and will be in addition to the continuing rent for their original home. It is unlikely that Housing Benefit can be paid on both addresses.

Reasonable behaviour

- 13.6 Although the tenants will not be asked to pay any rental fee for the alternative accommodation, they will be required to keep to terms of the license agreement.
- 13.7 Tenants may also be provided with furniture and white goods and the Council may charge the tenant where these have been damaged or removed from the property.

TENANTS MOVING BACK TO THE ORIGINAL HOME

14 Completion of Works

- 14.1 The Housing Officer will initially advise the tenant when the works are likely to be completed and will keep the tenant informed of progress if the works are likely to run over the initial completion date.
- 14.2 Three to four weeks prior to the estimated completion date, the Housing Officer will contact the tenant to
- Reconfirm the return date and the date they are expected to leave the current property.
- or (where appropriate)
- Advise the tenant of any delays and provide a new estimated completion date.
- 14.3 When the works to their permanent home have been completed, the Housing Officer will give final confirmation of the return date and confirm this in writing together with the date that they are required to leave the alternative accommodation.

15 Failure to Return

- 15.1 If the tenant refuses to return to their permanent home, enforcement action will be taken to terminate the license of the alternative accommodation.
- 15.2 Tenants will also need to make payments for the alternative accommodation until the property has been handed back. These payments will be in addition to those charged for the permanent home and it is unlikely that Housing Benefit will be paid on both addresses.

16 Where the property cannot be made habitable meaning the tenant is unable to return

- 16.1 When a tenant is asked to move out, the tenant will be given an estimate of how long they will need to stay in the alternative accommodation.
- 16.2 On rare occasions, the severity of the works may mean that the property will be uninhabitable for the foreseeable future. This decision will be made by the Decants Panel on advice from a surveyor.
- 16.3 The severity of the work may be discovered while the tenant is in occupation or only after the tenant has moved out temporarily and where the works have unexpectedly revealed serious defects in the property.
- 16.4 **Where the severity of the works is discovered before the tenant moves out**, the tenant will be advised that they will be required to move on a permanent basis and will be made a permanent offer. Due to the urgency of the move, the tenant will receive a direct offer of alternative accommodation.

- 16.5 **Where the severity of the works is discovered after the tenant moves out**, and where the Decants Panel confirms that the repairs mean that the tenant cannot return, the tenant will be offered a secure tenancy of their temporary address where this is possible and appropriate. However, where the alternative accommodation is on an estate renewal scheme or where the council has rented or leased it from the private sector, the tenant will need to remain as a licensee until alternative accommodation is found.
- 16.6 Where the tenant is unable to be given a secure tenancy of their alternative address or where the tenant has refused the offer, the tenant will be given a decant status (Band A) and be able to bid through Choice Based Lettings for 6 months. Tenants who have been unable to find a suitable home in this time will be made a direct offer which may include their current address if this is suitable to their housing needs.

COMMITMENTS TO RESIDENT LEASEHOLDERS

THE COUNCIL WILL KEEP THE LEASEHOLDER INFORMED.

This means that -

- The Council will confirm what works need to be undertaken and how long they may take before the leaseholder can move back in.
- The Council will advise the leaseholder if they need to make a claim on Building Insurance or if the Council will cover the costs of alternative accommodation.
- Where the Council has accepted liability, the Council will provide the leaseholder with a budget for alternative accommodation of the same size and confirm what other payments and/or support the Council can offer.

RESIDENT LEASEHOLDERS WILL NOT LOSE OUT FINANCIALLY.

This means that where the Council has accepted liability for the costs -

- The Council will provide the leaseholder with a budget for alternative accommodation of the same size and will cover rent/accommodation costs within this budget.
- The Council will pay for moving, packing and relocation costs of the move to alternative accommodation and back to the leaseholder's current home.
- Where there the leaseholder has made alternative arrangements with no rental costs, the leaseholder will not be expected to pay ground rent or service charges while they are unable to use their home.

THE COUNCIL WILL PROVIDE ACCOMMODATION TO VULNERABLE LEASEHOLDERS WHO ARE UNABLE TO MAKE THEIR OWN ARRANGEMENTS

This means that -

- Where a leaseholder is unable to make their own arrangements and lacks support to do so, the Council may (at its discretion) provide accommodation directly to the leaseholder. The accommodation may be provided by social services where appropriate. Any accommodation offered may be time limited and may be recharged to the leaseholder where appropriate.
- Where a member of the household receives care and would be unable to temporarily move to standard accommodation, the Council will discuss options including providing temporary stays in sheltered housing or respite care.

17 The offers for Resident Leaseholders

Introduction

- 17.1 Where a Resident Leasehold is required to move out of their home the Council has a responsibility to its leaseholders to keep its buildings in good repair as set out in the lease agreements. As a freeholder, the Council provides building insurance to all its leasehold properties which includes the provision of alternative accommodation caused by “an insured event”.
- 17.2 However, on rare occasions there may be times where the cause of the repairs falls outside of the building insurance. In these cases, the responsibility for the accommodation will be determined by the lease.
- 17.3 This policy therefore only covers the provision of alternative accommodation in the unlikely where the Council has responsibilities to do so under the terms of the lease and which are not covered by the Building Insurance. Typically, this will be resolved through financial payments rather than by direct provision of an alternative temporary home unless the leaseholder is vulnerable and unable to make these arrangements themselves.
- 17.4 For the purpose of this policy, a resident leaseholder is defined as a leaseholder who has lives in the dwelling, or a substantial part of it, as their only or main residence at the time the repairs are first identified.

Initial Assessment

- 17.5 Where repairs are required to a leasehold property (and where those repairs are likely to fall under the Council’s responsibility), a Council surveyor will inspect the property to establish: -
- The nature and scope of the repairs required.
 - Whether the cause or location of those repairs are the Council’s or leaseholder’s responsibility
 - Whether the repairs can be undertaken with the leaseholder in occupation
and
 - Where the leaseholder is required to vacate the property, an estimate time that the repairs will take to complete.
- 17.6 The Surveyor will then report to the Council’s leasehold on their findings. Where the surveyor reports that the leaseholder will need to vacate their property, the Leasehold will need to establish the responsibility for the provision of alternative accommodation.
- 17.7 The leaseholder will then be advised which of the three options below applies.

- Where the provision of alternative accommodation is covered by the Building Insurance Policy, the leaseholder will be signposted to make a claim against this policy.
- Where the provision of alternative accommodation is within the leaseholder's domain/responsibility and is not covered by the Building Insurance Policy, the Council will advise the leaseholder of this decision with reference to the applicable terms of the lease.
- Where the provision of alternative accommodation is within the Council's domain/responsibility and is not covered by the Building Insurance Policy, the surveyor / leasehold team will submit a report to the Decants Panel for direction on the possible accommodation offer which can be made.

17.8 Where a report has been submitted to the Decants Panel, and following the Panel's decision, the Leasehold Officer will contact the leaseholder to discuss the options available and details of their household and their preferences.

- Provide the leaseholder with a copy of the Commitment to leaseholders and explain what this means for the leaseholder where needed.
- Discuss their options. In most cases, leaseholder will be expected to make their own arrangements but support and/or accommodation may be considered where the leaseholder is vulnerable and unable to make their own arrangements.

17.9 The leaseholder will also be sent a letter explaining.

- the repairs that are needed.
- the reason why the leaseholder has to move out for the works to be completed.
- the urgency of the repairs
- how soon the council needs them to move and
- how long before they can return to their home.

Accommodation options offered to Resident Leaseholder

17.10 Where the leaseholder is vulnerable and unable to find alternative accommodation, the Council (at its discretion) may identify available accommodation and make a direct offer to the leaseholder. Typically, this will be resources from the private sector but may include a placement in a sheltered housing scheme or respite care where appropriate.

18 Payments for Resident Leaseholders

18.1 Where the Council has accepted responsibility for the alternative accommodation, the Council will cover reasonable re-location expenses incurred by the leaseholder as well as any other reasonable costs of re-locating as agreed with the Leasehold officer.

18.2 Where the leaseholder has incurred costs of finding alternative accommodation, the Council will also reimburse the leaseholder for rent up to the budget set by the Council's Decants Panel and will be paid while the leaseholder is unable to use their original home.

Relocation assistance and expenses

18.3 Where the Council has accepted responsibility for the alternative accommodation, leaseholders may request help with any reasonable costs of:

- removal contractor's fees
- disconnecting and reconnecting any appliances, including washing machines, electric key meters
- reinstalling a telephone
- redirecting mail for up to three months
- storage of items where this cannot be kept in either the original or alternative accommodation.
- curtains and carpets (a reasonable contribution will be made where receipts or quotes can be provided).

18.4 These services will normally be arranged by the leaseholder, but the Council will consider direct provision where a tenant is vulnerable and does not have support to arrange these themselves.

18.5 Payments for moving costs will be made on completion of each move and where the Council have been given the keys to the property.

Storage

18.6 Furniture and/or personal belongings that cannot fit in the alternative accommodation and cannot remain in the permanent property will be placed into storage which the Council will pay for.

18.7 The Council will not though cover any payments for accommodation after the Leaseholder has been advised that the works have been completed and that they can thus move back.

19 Completion of Works

19.1 The Leasehold Officer will initially advise the leaseholder when the works are likely to be completed and will keep the leaseholder informed of progress if the works are likely to run over the initial completion date.

19.2 Three to four weeks prior to the estimated completion date, the Leasehold Officer will contact the leaseholder to

- Reconfirm the return date and the date that the Council will cease to fund the rent for the alternative address.

or (where appropriate)

- Advise the leaseholder of any delays and provide a new estimated completion date.

19.3 When the works to their permanent home have been completed, the Leasehold Officer will give final confirmation of the return date and confirm this in writing together with the date that the Council will cease to cover the rent for the alternative accommodation.

THE DECANTS PANEL

20 The Decision Process

20.1 Apart from short term moves of less than 2 weeks, all temporary moves will be agreed by the Decants Panel. Moves of less than 2 weeks can be arranged by the Housing Officer or Leasehold Officer without a referral to the Decants Panel.

Who is on the Decants Panel

20.2 The Decants Panel consists of senior managers who oversee repairs, tenancy management and the allocation of properties. The Panel will also consist of a senior manager from the leasehold section where there is a leasehold case to consider and a senior manager from the Sheltered Housing service when either the tenant is already a Sheltered Housing tenant or where the tenant has expressed an interest in either a temporary or permanent move to sheltered housing or its guest rooms.

20.3 The Panel will assess applications made by surveyors, housing officers and (where applicable), leasehold managers.

20.4 Other officers such as support workers and social workers may also attend where needed.

Decision making

20.5 When reaching a decision on whether a tenant / leaseholder needs to move out the Decants Panel will consider the likely impact of the planned repairs and improvements and whether they will be so disruptive that it would be unreasonable to expect the applicant to remain in the property while the works are carried out. The Panel will also consider any technical, safety or other reasons in reaching a decision.

20.6 When reaching a decision on what alternative accommodation they should offer the tenant, the Panel will consider the urgency of the repairs and the properties which are available for temporary moves.

20.7 Where a tenant has an existing application for rehousing, the Panel may also consider the likelihood of the tenant receiving an offer within a reasonable time which might make the temporary move unnecessary.

COMPLAINTS AND APPEALS

20.8 A tenant or leaseholder who believes that they have not been treated in accordance with this process they may complain using the Complaints Policy.