

Decant Policy

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You're Home Now.

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Contents

- 1. Purpose**
- 2. Legal Framework**
- 3. The Decant**
- 4. Home Loss Payment and Disbursements**
- 5. Tenure and Rights**
- 6. Right to Appeal**
- 7. Responsibilities**
- 8. Communication and Consultation**

1.1. Purpose

- 1.2. The purpose of this policy is to clarify what we will do when it is necessary for us to move Tenants from their home due to a need to have major work carried out or where it is being demolished or refurbished.
- 1.3. This policy does not cover when a Tenant chooses to move through transfer, mutual exchange or by ending their tenancy, or by moving in those situations that fall under the Management Move section of the Allocations Policy. It does not include when a leaseholder or shared owner chooses to sell their home.
- 1.4. Two Rivers Housing (TRH) will treat each move individually, recognising, respecting and responding to people's different needs, circumstances and requirements. This means that we will abide by timescales agreed with the tenant.
- 1.5. We know that moving home can often be a difficult and stressful experience, especially when the person being required to move may not want to do so. The need for us to move tenants can also put considerable pressure on our relationship with them as understandably, we are disrupting their home, lifestyle and upsetting their day-to-day routines.
- 1.6. We aim to maintain a positive relationship with our tenants. To help achieve this we will ensure accurate information, good communication and dedicated support is provided in order to make the move process go as smoothly as possible.
- 1.7. We will ensure that offers of re-housing meet the needs of the household members. We will ensure that reasonable preferences for accommodation and support services are considered when making an offer of re-housing.
- 1.8. We would not agree a decant where a Tenant has taken the decision to leave their home without consultation. No offer of any rent refund or acceptance of non-payment of rent would be agreed within these circumstances.

- 1.9. We will inform tenants of any relevant statutory compensation which may be applicable, a main contact person within Two Rivers Housing and any timelines which may apply.
- 1.10. Permanent moves will normally meet the requirements as set out in our Allocations Policy. We will take into account reasonable preferences for accommodation but cannot always guarantee we can meet these, for example requests for specific locations.
- 1.11. In the event that a move does not meet the allocations criteria, we will make any adjustments in line with our reasonable adjustment policy.
- 1.12. Unless stated otherwise, we will acknowledge any requests within five working days.

2.0 Legal Framework

2.1 The main pieces of legislation or regulation which underpin this policy are:

- Housing Act 1985
- Housing Act 1988
- The Homes (Fitness for Human Habitation) Act 2018
- The Home Loss Payment (Prescribed Amounts) (England) Regulations
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Equality Act 2010
- Social Housing Regulation Act 2023
- Assured Agricultural tenants (Housing Act 1988)

3.0 The Decant

- 3.1 We may require homes to be decanted for a number of reasons, including but not limited to:
- a) Where a building or home is unsafe or hazardous

- b) Where work is required to a building or home that may be harmful to tenants or leaseholders e.g. underpinning or large-scale removal of asbestos
 - c) Where gas, electricity or water will not be available for a prolonged period of time. The period of time that the services may be unavailable for will depend on the needs of the Tenant and their household.
 - d) Where the building or home is due for remodelling, demolition or extended repair
 - e) Other reasons where discretion may be used on a case-by-case basis e.g. where there is a medical recommendation that decanting is necessary during works, or where work is carried out during the day and the Tenant works nights.
- 3.2 When developing decant programmes or requiring individual households to move we will comply with current legislation and adhere to housing best practice. This includes the offering of a Home Loss payment if applicable, see section 4.
- 3.3 Communication is critical to the successful management of the decant process. We will:
- a. Carry out a thorough health and safety risk assessment to ensure tenants residents' safety and well-being.
 - b. Identify key members of staff that will act as the main point of contact in relation to the move and will be responsible for liaising with the tenant(s) throughout the decanting period to ensure that it goes as smoothly as possible for all households concerned.
 - c. Carry out a 'decant assessment' with Tenants before the move, to identify the housing needs and any support the Tenants may require.
 - d. Consult with the tenants affected (and their relatives or advocates if appropriate). When consulting we will explain the process (including the support and options available); identify, consider and respond to tenants' views, concerns and support needs; acknowledge their preferences for alternative accommodation; and clarify their legal rights and responsibilities.
 - e. If tenants stay with relatives or friends, instead of moving to temporary accommodation provided by TRH, we will regularly review the situation with the to ensure that it is still suitable for them, we will also provide a reasonable subsistence allowance on request.

- f. Keep individual tenants and relevant tenant and residents' groups updated on progress by liaising with them regularly.
 - g. We will use a variety of communication and consultation methods to ensure accessibility and inclusivity for all. This may include phone calls, letters, and meetings, and may also incorporate virtual contact where appropriate. We are committed to making reasonable adjustments to accommodate individual needs, in line with our Reasonable Adjustments Policy
 - h. Provide reasonable choices of alternative accommodation, which will take into consideration preferred locations, personal circumstances, and support needs.
 - i. Arrange sufficient budgets in order to cover the costs for which TRH are responsible.
 - j. Raise awareness amongst households of any compensation or financial assistance they may be entitled to.
 - k. Discuss and agree the decant package with each Tenant, which clarifies the process, timescales, responsibilities and support that will be made available to them. This will include clarification of whether the household will return to their original home or (where redevelopment has occurred) to a new property on the same site.
 - l. Provide temporary accommodation (where relevant) that meets our Lettings Standard as a minimum.
 - m. Where tenants are moving back to a refurbished or redeveloped property, we will provide for them (wherever possible and practical) a range of choices which will enable them to influence the style, layout and colour scheme of their home.
- 3.4 If we are required to decant a Tenant due to fire, flood or any other reason that requires immediate and temporary action, we may not follow all the steps outlined above until the urgency has passed.
- 3.5 If a property becomes uneconomical to repair, we will consult with the Tenant to see what they want to do, and what can be done before making any decisions about their home.
- 3.6 We reserve the right to take legal action in instances where a tenant refuses to move from their permanent home, or where a tenant (or private owner where relevant) refuses to move back to their permanent home from temporary accommodation provided by us.

- 3.7 To assist with the effective delivery of this policy we will develop and implement supporting procedures, which address legislative and regulatory requirements and reflects best practice.
- 3.8 For Leaseholders and Shared Owners, we will seek advice based on the lease terms to evaluate the options

4. Home Loss Payment and disbursements

- 4.1 Home loss payments are a form of compensation available to tenants who are forced to leave their homes. This is only when tenants are permanently moved from their homes to reflect any inconvenience and distress suffered by the tenant.
- 4.2 The Home loss payment is one payment per property, not one payment per tenant.
- 4.3 Tenants must have lived in the home as their main and only home for a period of at least 12 months before the date of the move. As Tenants they would have a qualifying interest and includes those with:
- a right to occupy the dwelling under a licence. These include protected occupiers (Rent (Agriculture) Act 1976), secure tenants (Housing Act 1985), assured agricultural tenants (Housing Act 1988), and introductory tenants (Housing Act 1996).
- 4.4. The reason for the permanent move must fall under one of the following categories.
- a) Compulsory purchase of the dwelling
 - b) Making or acceptance of a housing order such as a demolition order
 - c) Redevelopment of land or improvement of a dwelling on land previously acquired and is being currently held by an authority
 - d) Redevelopment or improvement carried out by a registered social landlord

- e) Making of a possession order under Ground 10 or 10(a) of the Housing Act 1985
- 4.5. On 1st October 2023 the new Home Loss Payments (Prescribed Amounts) (England) Regulations 2023 increased the amount of the Statutory Home Loss Payment. For Tenants it means that at the time of writing this Policy (November 2025) the Home Loss payment is £8,100.
- 4.6 We will aim to make any payment due within 4 weeks of moving to your new home.
- 4.7. If a move falls outside of these categories, but we would still require a tenant to move, for example to:
 - a) the property may be sold to reinvest in housing stock
 - b) Where there is or may be a disrepair claim and the property would cost too much to repair and it needs to be sold.
- 4.8 In these circumstances we may offer a discretionary payment under our Compensation Policy, as this would not qualify for a Home Loss payment.
- 4.9 A Tenant would not be considered for a discretionary payment if there is an intention of the tenant moving back to their original home on completion of works, or the Tenant has opted to stay in the decanting property rather than move back to their original home, or The Tenant has requested or has been awaiting a permanent move due to exceptional circumstances e.g. large-scale adaptations.
- 4.10 The Tenant has chosen to leave their primary home with no agreement that a decant is needed from TRH.
- 4.11 To help Tenants when decanting, we will offer a disturbance allowance for reasonable expenses associated with the move unless the move is because of the tenant's own actions/lack of action (see 4.14).

- 4.12 Expenses may include, but are not limited to:
- a) Removal Costs
 - b) Carpets or Flooring
 - c) Connections/ reconnections of appliances
 - d) Providing an interim source of connection to the internet
 - e) Postal redirection
- 4.13 We may also repay any reasonable costs incurred, if they are agreed in advance, and the Tenant can provide a valid receipt or invoice.
- 4.14 We may provide an allowance in line with our compensation policy, such as payment for food if the temporary accommodation does not have the means to prepare a meal.
- 4.15 In the event that the decant and damage is caused by the actions of, or lack of action of a tenant, we may recharge the whole costs or at least the insurance excess (if a claim is made) to the tenant. This could include but is not limited to neglect of their home causing damage, flood or fire, or deliberate acts or external causes such as crime, arson, or external environmental issues where TRH has no responsibility.
- 4.16 TRH will take all reasonable steps to ensure the security of belongings left in the property whilst works are carried out. Tenants should take with them anything of sentimental or high monetary value and should ensure that the remaining items are insured.
- 4.17 In the event that TRH staff or contractors cause damage to belongings, TRH or their contractors will provide reasonable recompense for this, this may not include a new for old replacement.
- 4.18 Tenants will not have access to the property whilst works are carried out, TRH will be responsible for ensuring that their contractors can gain access.
- 4.19 Tenants will retain responsibility for:
- a) The rent at their permanent address whilst temporarily decanted, the rent due on their permanent home will remain their responsibility, we will cover the rent on the temporary accommodation – we do not generally offer a refund of rent on decants.
 - b) informing their insurers of their changes of address

- c) informing Council Tax of their changes of address. Local Authorities can allow tenants to be temporarily decanted from their home for a period of six months before moving the Council Tax liability but they should always be notified of any change.
- d) reading meters on both properties and paying the utilities of the home they have been decanted to. We will pay utilities at the home address whilst we are working on it.
- e) any other terms agreed as part of the decant agreement.

5.0 Returning the property

- 5.1 TRH will ensure that the tenant(s) are given sufficient notice of when they need to return to the property and will continue to communicate with them throughout this process.
- 5.2 An inspection and health and safety check will be completed to ensure the property is fit for habitation. Any snagging issues will be communicated to the tenant, and they will be given a clear plan of action and timeline for completion.

6.0 Tenure and Rights

- 6.1 Tenants on a temporary decant retain their original tenancy and the rights and obligations on the original tenancy that come with this throughout the decant process.
- 6.2 In all cases, tenants will be provided with a temporary license to Occupy the home they are decanted into. We call this a Decant Agreement. This includes confirmation that the decant is temporary, the options to return to their home once the works are completed and that the original tenancy will continue during the period of the decant.
- 6.3 We may serve a Notice to Quit in order to regain possession of the decant home, which would normally be approximately four weeks before the Tenants are due to return to their permanent home.

- 6.4 On individual decants, we would normally expect the tenant to return to their home. Where the homes are being redeveloped, where possible we will give Tenants who have been decanted the option to return to their original home depending on the type of refurbishment or re-development.
- 6.5 Where tenants are unable to return to the original home, we will work with them to find alternative accommodation within our portfolio of homes or through other means such as working with other housing providers, or the Local Authority's choice-based lettings schemes.
- 6.6 A reasonable offer of alternative accommodation will take into account the Tenant(s) and their households needs, the home will be an appropriate size, will be in a suitable condition, and will take into account any specific health or social needs that may affect where they live. Accommodation that is not suitable as a permanent offer may be considered reasonable for a short-term arrangement.
- 6.7 The types of alternative accommodation we will consider are:
- a. Bed & Breakfast or hotel accommodation
 - b. Friends or Relatives
 - c. Airbnb
 - d. Temporary decant to an alternative Two Rivers home.
 - e. Sheltered scheme guest room
- 6.8 If a household is under occupying their current home, they will be offered a decant to home that matches their household size – this may be smaller than their primary home.
- 6.9 If a property is not available for a temporary decant that fits the tenants needs, we may offer accommodation that is larger than necessary for a short period of time. Tenants will not be able to remain in this accommodation except in exceptional circumstances.
- 6.10 Where a tenant does not agree with our final offer of accommodation, they have the right to appeal this and must do so within 2 working days of refusing the accommodation (see point 7)

- 6.11 Eligibility for the preserved Right to Buy should not be affected by either a temporary or permanent decant. This is because the preserved Right to Buy is based on the Tenant having been a Tenant of a qualifying landlord and not a specific home.
- 6.12 If a Tenant has a Right to Acquire at their current home, we will where possible, for a permanent decant, move this Tenant to a home to which the Right to Acquire can be attached. We will need to ensure any Tenant who chooses to move to a home which cannot be bought under Right to Acquire understands the implications of this move.

7.0 Right to Appeal

- 7.1 There will be a right of appeal where a Tenant does not agree with our final offer of a new home in relation to a permanent decant.
- 7.2 When writing to Tenants advising of the final offer, we will advise why it is final, what this means and the right of appeal.
- 7.3 An appeal can be made for the following reasons:
- a) There is information that the tenant thinks we have not taken into account that means the offers have not been reasonable offers in line with our Decant Policy and our Allocations Policy
 - b) The tenant thinks that we have not taken into account relevant information in relation to any disability, medical condition or vulnerability.
- 7.4 We would not normally accept an appeal for any other reason – we know that tenants will not always want to move, and that we may not be able to find the home of their choice, but we are restricted on what homes become available, and our need to ensure the current home is empty.
- 7.5 To appeal our decision on a final offer you should contact us and tell us the reason you are appealing and provide us with any supporting information. There is a deadline for this – you will need to contact us within 10 working days of our offer.

7.6 We can accept an appeal in all of the following ways:

- a) Emailing customerservices@2rh.org.uk with the title – Request to Appeal Final Decant Offer; or
- b) Telephoning us on 0800 316 0897 advising us you are appealing a final decant offer. We will ask for you to provide the information above and may need you to send further information in by email or post.
- c) In person – you can advise any member of staff that you wish to appeal a final offer. We will ask for you to provide the information above and may need you to send further information in by email or post.

7.7 The appeal will be heard by a senior manager not involved in the original decision, and our response to your appeal will be sent within 10 working days. In exceptional cases it may take us a little longer to consider. If this is the case, we will let you know and agree a date when you will have a decision.

7.8 As part of dealing with the appeal, we may contact you to ask questions to ensure we have all the right information.

7.9 Once the appeal decision has been made there will be no further appeal and if the final offer decision stands you will have five working days to accept the offer. Failure to do so may result in us commencing legal action to regain possession of the Property.

7.10 If you are unhappy with how we have managed your case, you can make a complaint via our Complaints and Compliments Policy which is available on our website or on request. However, this will not form an appeal of the decision made.

8.0 Responsibilities

8.1 The Neighbourhood Management Team is responsible for managing the communication with the decanted tenant ensuring clarity of information.

- 8.2 The Assistant Director of Assets and/ or the Assistant Direct of Neighbourhoods will ensure that there are adequate budget provisions for homeloss and other costs and disbursements to be able to fulfil the requirements of this policy.
- 8.3 The Head of Assets, and in their absence the Assistant Director of Assets, is responsible for checking and signing off the decision to decant a tenant due to repairs, or those decants that sit outside large scale refurbishment or development works.
- 8.4 The Asset team is responsible for carrying out a thorough health and safety check of the home to ensure tenants and residents safety and wellbeing. This is before the works and again before the tenant returns.
- 8.5 The Lettings Team Leader is responsible for supporting the Neighbourhood Management team in finding a suitable alternative temporary home.
- 8.6 Any decision that needs to be made outside of the agreed process will rest with a member of the Executive Leadership team.
- 8.7 All relevant staff have responsibility for ensuring this policy and the relevant procedures related to it are implemented in line with our values.

9.0 Monitoring and review

- 9.1 The Head of Neighbourhoods is responsible for monitoring this policy to ensure that it is correctly applied.
- 9.2 The Head of Neighbourhoods is responsible for ensuring that reviews of this policy are carried out.
- 9.3 TRH will undertake regular reviews of this policy; the procedures related to it and staff training needs to ensure that it continues to operate in line with best practice and that service improvements are made and implemented.
- 9.4 In the absence of any trigger for review, the policy will be reviewed at 2-year intervals or such other periods as the Board of TRH may from time to time determine.

- 9.5 On review, if possible, this policy will be reviewed with our Tenant Voice or a panel of tenant representatives.

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1.0	Nov 25	Sally Howell	Revision of existing Policy	Customer, Culture, Colleague Committee	17 th June 2026