RCH Policy:

Decant and Home Loss 2026-2029

Policy Owner	Customer Services Director
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Approval Body	Social Landlord Operations Committee
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This policy can be made available, on request, in different languages and in other formats such as large print, audio format and braille as required.

1. Scope

This policy details RCH's activities and responsibilities involved in decanting customers together with the financial and practical support we provide when customers are moved on a permanent basis or temporary basis.

This is a RCH policy and therefore applies to Staff, Board and Committee members of River Clyde Homes.

2. Introduction

This policy aims to ensure that RCH provides an efficient housing service that complies with its landlord obligations in the respect of decants.

There are occasions where River Clyde Homes (RCH) will require to manage the removal of individuals or groups of customers from their property temporarily or permanently because it is not practical or suitable for them to remain whilst work is carried out.

This will usually be undertaken following a fire, flood or other emergency, to enable major repair works, refurbishment or demolition and where it deemed unsafe or unreasonable for a customer to remain in their property.

3. Definitions

Home loss is when a customer is moved out of their property and there is no intention to return them to it. For example, the property is being demolished.

A decant is when a customer is temporarily moved out of their property, to enable major works to be carried out, with the intention of always returning to the property at the earliest opportunity when works are complete. The legal basis for doing so is contained in s11(9) of the Housing (Scotland) Act 2001 (as amended).

Legal and Regulatory Context
This policy complies with the following legal requirements:

- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2010
- Equality Act 2010
- Land Compensation (Scotland) Act 1973

In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator has identified a number of key indicators relevant to decant accommodation by which it will measure landlord performance, including the following;

- Equalities – every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and received fair access to housing and housing services.
- Communication – tenants and other customers find it easy to communicate with their landlord and the information they need about their landlord, how and why it makes decisions and the services it provides.
- Quality of housing – tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any of the building quality standard in place throughout the tenancy; and also meet the relevant Energy Efficiency and Zero Emission Heat Standard.
- Repairs, maintenance and improvements – tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- Value for money – tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

This Policy should be read in conjunction with:

- RCH Group Corporate Plan
- Repairs and Maintenance Policy
- Asset Management Strategy
- Housing Allocations Policy
- Compensation and Redress Policy
- Equality Diversity and Inclusion Policy
- Standard Orders and Delegated Authorities

4. Policy Statement and Responsibilities

The aims of the Policy are to manage the process in a seamless and fair manner with the least possible disturbance to customers who are obliged to leave their home either on a temporary or permanent basis. The decision to re-house a tenant on a temporary or permanent basis will be made by the Head of Housing Services, or Area Housing Manager following a request from the Senior Property Manager or the Asset Team Leader and Home Fix Scotland (HFS).

The Objectives are:

- Provide information in advance as far as practically possible in an effort to identify needs and preferences for the decant accommodation;
- Decant properties will meet our Lettable Standard;
- Ensure weekly/monthly progress reports are provided by HFS/Property Services on the works being undertaken in order that the customer can be kept informed.
- Liaise with other agencies on the decanting of more vulnerable customers to ensure the necessary support is in place before, during and after the move;
- Ensure that accommodation is provided with similar adaptations where an individual has particular needs and their existing home has been specially adapted;
- Provide advice on any allowances customers are entitled to claim as a result of the decant process;
- For those tenants who are to be rehomed permanently ensure they have been consulted and advised of their entitlement to Home Loss and Disturbance Payments;
- Prompt payment of compensation to customers to minimise any financial loss and ensure they are settled in their property.

Decanting Criteria

We will normally decant a customer if:

- During maintenance or planned works essential facilities within a customer's home such as water supply, toilet facilities, electricity are not likely to be restored by the end of the normal working day;
- Maintenance or planned works will take longer than a week and will significantly impact on daily living;
- A customer is vulnerable and would not be able to cope with the disruption due to the extent of works;
- The works would impact on the health of the customer or a member of their household;
- Works could be carried out more quickly and more effectively if the customer was not in the property;
- The nature of the works will pose a health and safety risk to the customer or a member of their household and
- There is a risk to the customer and the members of the household if they remain in the property due to works required.

Accommodation Criteria

Where possible, customers being moved due to major repairs or refurbishment will be allocated a like for like property with the same number of apartments as the property in which they already live.

If we cannot offer a property with the same number of apartments within an area of their choice, we may allocate one less bedroom or one more bedroom due to the urgency of the temporary decant.

Accommodation will be allocated according to the customer's needs which will be assessed by:

- Apartment size according to confirmed family complement;
- Location for specific reasons, such as work, school or family support;
- Customer's stated preference in terms of areas within Inverclyde.

When a customer is required to move, the rent they pay shall be the same, or where the rent is less than that of the existing property then the rent payable will be the lesser.

Where the accommodation is for the purpose of major works or refurbishment to the customer's existing home, the customer cannot stay in the temporary decant accommodation permanently. Customers will be required to sign a Decant Occupancy Agreement to return to their existing property once works are complete. This is required to be signed before the customer moves to the decanted accommodation. A template Occupancy Agreement is annexed to the Decant and Home Loss Procedures.

Where a move is required to allow demolition of property to proceed or to create vacancies for a remodelling programme that will reduce the number of units available, customers will be made an offer of permanent alternative housing as properties become available.

If a customer only requires to be decanted for a very short period of time and no suitable decant accommodation is available, then the use of RCH guestroom accommodation and show flats may be used. Only if all options are exhausted will hotel accommodation be used.

Up to 2 offers of suitable accommodation will comply with the definition of "suitability" contained within the Housing (Scotland) Act 2001 (Part 2 Schedule 2) and we shall apply this legislation if needed in the event of a tenant refusing to move.

Local Authority Emergency Accommodation

The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing and this includes a person who homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.

In these circumstances, Inverclyde Council must offer temporary accommodation to our customers who are unable to remain in their homes as a result of a major emergency such as a fire or flood. In such circumstances, we will liaise and work closely with Inverclyde Council.

Remaining in Decant Properties

Although tenants have no legal right to remain in temporary decant accommodation, RCH recognises there maybe occasions, where a tenant wishes to do this. RCH will only consider a customer's request to remain in accommodation where:

- the customer has an active rehousing application and meets the criteria set out in the Allocations Policy.
- the property is not required as part of an ongoing decant programme
- the property has not already been pre-allocated to another tenant
- the tenant makes a request to remain in their temporary accommodation before the move takes place and before any work to their permanent home, relating to the specific needs of the Tenant, has been agreed and instructed. The request may be approved if another Tenant or applicant could benefit from the specific work or if there is no financial loss to RCH as a result of the Tenant not returning to their permanent home.

A request to remain in decant accommodation will be deemed as a management transfer in line with our Allocation Policy.

Tenants who are given permission to remain in their temporary decant accommodation or who have been moved permanently will enter into a Scottish Secure Tenancy Agreement and rent will be charged for that property from the date of entry.

Decanting Resulting From a Tenant's Actions

Where a Tenant (and their household) is required to decant following actions or omission of actions by the Tenant (or a member of their household) which requires the Tenant (and household) to be decanted. For example, the Tenant (or a member of their household) has caused or contributed to the need for decant by:

- Deliberate fire raising within their own home or fire starting as a result of negligence.
- Deliberate flooding of their own home or flooding as a result of negligence.
- Alteration carried out by Tenant (whether approved by RCH or not) has caused damage to the home.

The list above provides examples and is not exhaustive. Other situations may be those where action or omission by the Tenant or a member of their household results in a decant.

Actions taken by the Tenant (or a member of their household) which result in damage or deterioration of the home may be a breach of the conditions of tenancy and may result in RCH taking legal action against the Tenant.

If, during the period of decant, information becomes available that indicates that the Tenant's (or a member of their household's) actions have caused the need for decant, any costs incurred by RCH as a result of the decant may be recovered by recharge from the decanted Tenant. Where the Tenant has household contents insurance, they may be able to recover the costs from their Insurer.

Support and Payments for Decanted Customers

When decanting a customer RCH will co-ordinate and pay for the following:

- Furniture removal and storage of furniture where this is required;
- Gas/electrical appliance disconnection/connection i.e. cooker, washing machines;
- Lifting and relaying of carpets if appropriate;
- Where we arrange gas disconnection/reconnection of cookers, it is the tenant's responsibility to ensure their appliance meets the existing required standard. RCH's contractors cannot reconnect appliances that do not meet appropriate health and safety standards or if deemed unsafe;

- Where a customer receives an emergency alarm or care services or meals on wheels, RCH staff will liaise with the appropriate agency to make sure the service is transferred to the decant property and then back to the customer's permanent property;
- Where a customer lives in sheltered housing RCH staff will arrange for the installation of a dispersed alarm unit;
- RCH will ensure that the decanted accommodation provided meets the Lettable Standard.

It is accepted some customers may wish to move in with family/friends or make their own arrangements during the period of the works and they require no assistance from RCH. In these circumstances one off payments will be made as detailed in **Appendix 1.**

Home Loss and Disturbance Payments

Home loss and disturbance payments will be made to customers who are permanently losing their homes due to demolition regeneration works as per the eligibility criteria for these payments. Home loss and Disturbance payments are to compensate for the inconvenience, stress and upset caused by the move.

Customers who do not wish to be decanted temporarily but wish to move on a permanent basis will not be entitled to home loss and disturbance payments.

Decoration

Where properties have been the subject of decanting arrangements, all rooms affected by the works, and where works have damaged the current decoration, will be decorated, or customers provided with a paint pack, prior to the return of the existing tenant or allocation to a new tenant. This will be to the basic finish as per the lettable standard. No allowance will be paid.

Removal and Storage of Furniture

RCH will, where required, arrange removal and storage of tenants' furniture directly with a removal contractor on the tenant's behalf. RCH will ensure that all necessary insurances are in place to cover the potential for damage of tenants' furniture during removal or while in storage.

Discretionary Payments

If a RCH guestroom or show flat has to be used and there is a pre-payment meter for gas/electricity or heating then the meters will be topped up initially to allow the customer to settle in.

If hotel accommodation requires to be used the costs of the hotel and meals will be paid as outlined in Appendix 1. If transport is required, the costs of this will be covered.

It should be noted all payments including those made at the discretion of RCH may be offset in agreement with the customer, either wholly or partly, against any debts owed to RCH.

Appendix 1 provides full details of eligible sums payable.

RCH Group Insurance

Where the need for a repair is the result of an insured event, we will submit a claim to recover costs from our insurers. We will claim for lost rental monies, removal costs, accommodation, cost of works and storage. This does not cover customer's home contents, customers are encouraged to have their own home contents insurance.

Monitoring and evaluation

RCH will closely manage and monitor all decants. The overall success of the policy will be judged using a mixture of indicators which will measure overall sustainability of estates together with indicators which measure the success and speed of internal processes.

The following indicators will be used:

- the number of decants;
- the length of the decant period and;
- customer satisfaction with the decant process.

5. Equality, Diversity and Inclusion

An EIA has been undertaken. No negative impact on equality was identified.

RCH will apply this policy fairly and consistently. In implementing this policy, we will not directly or indirectly discriminate against any person or group of people because of their race, religion or belief, gender, disability, age, sexual orientation, or any other grounds. Our commitment to equality and fairness will apply irrespective of factors such as age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or other personal attributes

6. Review

This policy will be reviewed in its entirety every 3 years, unless an earlier review is required to the changes in legal, regulatory, or best practice requirements, or because monitoring and reporting reveals that a change in policy is required sooner.

Appendix 1

1.Home Loss Payments (One payment per property if it meets the defined set of circumstances)	£1,500
2.Disturbance Allowance (Only paid in defined set of circumstances which includes permanent loss of home)	Disturbance payment depends on size of property: 1 bed - £500 2 bed - £550 3 bed - £600 4 bed - £650

3. Moving to another RCH Property on a temporary basis during period of Works • Full removal services, Inc. removal and storage of furniture if required, all household items, carpets & floor coverings and disconnections and reconnection of white goods only. Window coverings if required. • Depending on the length of time the customer has to be out of their home we may pay the cost of floor coverings. .	Cost will be met by RCH. (To decant accommodation and back to permanent accommodation)
Moving to a RCH Property on a temporary **basis during period of Works making own Arrangements for removals**	£600 (one off payment to cover removal costs and inconvenience)
Not Moving to a RCH property and making own arrangements Moving in with family and friends/other alternative accommodation	£400 (One off payment for inconvenience)

4.Use of Guest Accommodation/RCH Show Flats for temporary decant. • Top Up of Elec/Gas Prepayment Meter/Heating if required	£50 per meter (1 off top up)
5. Use of Hotel Accommodation for temporary decant • Cost of Hotel Room • Meal Allowance • Transport cost	Full cost met £25 per day (Adult) £15 per day (child) Full cost met