



Decant Policy - Repairs and Maintenance (R&M)

Name	Decant Policy - Repairs and Maintenance (R&M)
Owner	Strategic Director
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Next Review	November 2026
Consultation ET	TBC
Consultation with Residents	TBC
Equality Impact Assessment	TBC
Confidentiality	Low

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1.0 Introduction and Objectives

- 1.1 As a landlord Gateshead Council has a duty to undertake repairs to its tenants' homes. The vast majority of repairs can be completed with the tenant or leaseholder remaining in their home. However, there will be occasions where works cannot be carried out with the tenant present due to the extent of the work required or due to health and safety issues.
- 1.2 We recognise that moving on a temporary basis involves substantial upheaval and inconvenience and may cause distress. A move into temporary 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 how Gateshead Council will support tenants who are required to move out of their home in order to undertake planned and essential repairs or improvements.
- 1.4 The key objective of this policy is to ensure our Cabinet, Senior Management Team, employees, partners, and tenants are clear on our legal and regulatory obligations. This policy provides the framework our staff and partners will operate within to meet these obligations.
- 1.5 Where a decant is required, the Council will arrange to move the tenant and their household. This will be on a temporary basis, depending on the nature and duration of the works.
- 1.6 The property that the tenants(s) move to may be Council owned, a registered provider, privately owned or hotel accommodation. The tenant may also decide to arrange their own accommodation on a temporary basis with family or friends.
- 1.7 The objectives of this policy for tenants decanting on a temporary basis are:
 - Manage the decant process in the most efficient and cost-effective way.
 - Make the best use of our housing stock.
 - Minimise the inconvenience to tenants who we are required to decant.
 - Ensure that tenants are kept informed throughout the process.
 - Avoid temporary accommodation or hotel placements unless critically required.
 - To provide effective consultation and feedback to tenants at the earliest opportunity and throughout the decant process.
 - To ensure decants operate in a fair and reasonable manner, in accordance with the current Allocations Policy.
 - To ensure the best use of Council resources and minimise rent loss by having a joint approach to decants in line with the current Allocations Policy.
 - To establish a basis for making offers of support, both financial and practical, to tenants obliged to decant.

2.0 Scope

- 2.1 This policy applies to assured tenants of Gateshead Council who are required to temporarily move out of their current home in order to undertake planned essential repairs or improvement works. This is called a “decant” or (where the tenant is returning to their home) a “temporary decant”.
- 2.2 All decants will be temporary except in exceptional circumstances where a permanent move is required.
- 2.3 This policy applies in a range of circumstances where the tenant needs to move out of their home temporarily, including:
- Extensive works of a longer-term nature or where the tenant is elderly or disabled or has care or support needs which cannot be managed appropriately if they were to remain in the property.
 - The property being structurally unsound and in an unsafe condition.
 - Loss of services or amenities of a longer-term nature.
- 2.4 Housing Management will establish which team has responsibility for the decant based on the cause of the decant and the tenants support needs.
- 2.5 Where a tenant has only lost the use of part of their home and can remain in occupation while the works are to be undertaken a decant will not apply.
- 2.6 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.
- 2.7 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.
- 2.8 **Policy exclusions** - this policy does not apply to:
- Leaseholders or their sub-tenants.
 - Where a tenant chooses to move via property transfer, mutual exchange or ends their tenancy.
 - Non-authorised occupants, including sub-tenants, lodgers and licensees that have no right to rehousing under this policy.
 - Emergency situations, where the tenant needs to leave their home with little or no notice e.g. due to a fire or flood. In such circumstances, the immediate accommodation will be arranged through the customer care team. Where tenants are unable to return to their home quickly we will liaise with housing management to arrange suitable alternative accommodation.
 - Permanent relocation due to redevelopment and regeneration.
 - Tenants of other landlords including the tenants of Gateshead Council’s leaseholders. The provision of alternative accommodation falls to the tenant’s landlord. Leaseholders with tenants in their property are expected to make an insurance claim on their landlord insurance.
 - Any other tenures such as non-secure tenants of Gateshead Council in temporary accommodation, licences, or other resident arrangements.
 - Separate policies apply to moves within Council owned housing stock which do not relate to repairs, e.g. fleeing domestic violence, antisocial behaviour or health-related moves.

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3.0 Roles and responsibilities

- 3.1 The Cabinet has overall governance responsibility for ensuring this policy is implemented to ensure full compliance with legislation and regulatory standards. As such, the Cabinet will formally approve this policy and review it every two years (or sooner if there is a change in legislation or regulation).
- 3.2 For assurance that this policy is operating effectively in practice, the Cabinet will receive regular updates on its implementation, performance and non-compliance.
- 3.3 The Senior Management Team (SMT) will receive monthly performance reports in respect of repair related decants and ensure compliance is being achieved. They will also be notified of any non-compliance issue identified and planned corrective action.
- 3.4 The Strategic Director has strategic responsibility for the management of repair related decants, and ensuring compliance is achieved and maintained. They will oversee the implementation of this policy.
- 3.5 The Service Director and Service Managers have operational responsibility for the management of repair related decants and will be responsible for overseeing the delivery of these programmes.
- 3.6 It is a condition of the tenancy agreement that tenants must allow access for us to carry out works in their home. Housing Management Team to provide support where gaining access to properties is difficult.
- 3.7 The Repairs and Maintenance team are responsible for the following:
 - Assess the repairs and make a recommendation to decant.
 - Complete the Housing Decant Form (Appendix 2).
 - Inform the tenant of the need to decant to allow essential repairs and maintenance.
 - Provide a summary of works and timescales to completion.
 - Be the single point of contact with the tenant.
 - Understand the tenant's specific needs and concerns and ensure these are addressed. This includes identifying any vulnerabilities and reasonable adjustments required.
 - Arrange works to start on site as soon as possible once the property is vacant and tenants' belongings have been removed and relevant meters are suitably credited.
 - Move items sufficiently to be able to start works if consent given by the tenant.
 - Ensure works are monitored and completed to schedule.
 - Ensure the decant calendar/planner is kept up to date.
 - Ensure the tenant is kept fully informed throughout the decant process, at least weekly unless there are significant updates.
 - Ensure post-inspections are carried out as soon as possible after works are complete.

4.0 Regulatory Standards and Legislation

4.1 **Regulatory Standards** - we must ensure we comply with the Regulator of Social Housing's regulatory framework and consumer standards for social housing in England. The new consumer standards were introduced as part of the Social Housing (Regulation) Act which came into effect from 1st April 2024. All social landlords are required to comply with the four consumer standards, including:

- **The Safety and Quality Standard** - which requires landlords to provide safe and good quality homes and landlord services to tenants. This includes stock quality; decency; health and safety; repairs, maintenance, and planned improvements; and adaptations.

4.2 The **Social Housing (Regulation) Act 2023** will change the way social housing is regulated and may result in future changes to this policy.

4.3 **Decent Homes Standard** - we are required to ensure our tenants homes meet the statutory minimum standard for housing where homes must be; in a reasonable state of repair, have reasonably modern facilities and services and provide a reasonable degree of thermal comfort.

4.4 **Legislation** - the principal legislation applicable to this policy is:

- Housing Act 1985.
- Housing Act 1988.
- Landlord and Tenant Act 1985.
- Homes (Fitness for Human Habitation) Act 2018.
- Equality Act 2010.
- Social Housing Regulation Act 2023 (including Awaab's Law).

The implementation of Awaab's Law (Clause 42) includes a lower threshold for decants than typically seen in the sector. If a hazard cannot be addressed within the specified timeframe the tenant must be decanted to suitable alternative accommodation.

4.5 Other policies and procedures include:

- Complaints Policy (Social Housing).
- Disrepair Policy.
- No Access Policy.
- Repairs and Maintenance Policy.
- Tenancy Agreement.
- Vulnerable Persons Policy.

5.0 Obligations

The Council's Responsibilities

- 5.1 When a tenant is required to move out for repairs to be undertaken there will be a coordinated response from the Repairs Team to:
- Minimise the amount of time it takes to carry out the works.
 - Minimise the disruption to the tenant and their family.
 - Ensure the wellbeing of the household is monitored during the decant period.
 - Ensure that the tenant's home and belongings are treated with respect.
- 5.2 The Council will provide statutory and/or discretionary financial assistance to decanted tenants as follows:
- Where a tenant is placed in hotel accommodation without cooking facilities, an additional daily payment to help with the costs of food is available; payments may vary depending on the size of the household. The tenant will be required to provide receipts for expenditure. The Council will make payment in the most appropriate way, which may be by pre-paid debit card or vouchers. For tenants decanted into self-contained accommodation, the Council may also help with the provision of essential items such as white goods or beds in cases where the welfare of the tenant and their household would otherwise be at risk.
 - If the tenant is moving to a decant property and either taking their household effects or placing them in storage, the Council will pay for the removals and storage. This will be done to the extent that is reasonable and appropriate and reflect the duration of the expected decant. This will be carried out by the Council's nominated contractor.
 - Reimbursements for other costs associated with tenant welfare during the decant are at the discretion of the Council.

Reasonable Adjustments

- 5.3 Using the Council's records and the information obtained during the initial interview with tenants, we will make reasonable adjustments to ensure that the appropriate level of communication is followed. For example, some tenants may want us to deal directly with a family member on this matter and we will respect these communication preferences.
- 5.4 We also recognise that certain groups of tenants are likely to need extra support and reassurance including vulnerable tenants.
- 5.5 We will also consider the extent of the tenant's vulnerability or other exceptional circumstances when we plan the decant process with the tenant. Our aim is to be entirely flexible in managing this process and ensuring all of the tenant's needs are met. Please refer to the Vulnerable Persons Policy for more information.

Tenants' Responsibilities

- 5.6 The tenant is required to:
- Pay any associated costs such as utility charges for the property to which the household is decanted. The tenant will continue to pay rent on their substantive home.
 - If the tenant is required to decant to a hotel, they will continue to pay the rent on their substantive home and the Council will pay the costs of the hotel accommodation.
 - If applicable, tenants must maintain any payments for arrears agreed on their principal accommodation for the duration of the decant, and to continue upon return.
 - Make all other arrangements associated with the move, utilities, council tax, and any other relevant agency. Tenants will be signposted to organisations that can offer advice and support.
 - Ensure, when requested to do so, that utility services at the substantive property are appropriately credited to enable the works to take place.
 - Contact their own contents insurance provider.
 - Leave their permanent home in a condition as agreed, to enable the works to happen; for example, if they are asked to clear specific rooms of possessions.
 - Respect all the rules and expectations at the temporary accommodation or hotel that they are decanted to. Should the tenant be required to leave hotel accommodation by the hotel on grounds of their behaviour, the matter will be referred to the Housing Manager to consider the offer of a further placement. If no further placement is offered because of this behaviour, the tenant will be required to make their own arrangements.
 - Not to cause any damage to or leave any possessions at the decanted property when they return to their main home.
 - Move back to their original home within 5 working days of being informed that it is ready for them to do so.
- 5.7 As per the terms of the tenancy agreement, tenants are required to keep their property in good repair and report any faults or damage immediately (s7.1), and to request appropriate permission to carry out any alterations / improvements to the property (s7.1, s7.2, s7.3, s7.4 and s7.5). Where the need for a decant is because of the tenant's deliberate actions, inactions, or wilful neglect, the council reserves the right to refer to any recharge policy or procedure in force at the time of the decant (s7.7). This will include costs of putting things right in the property, and the cost of alternative accommodation, etc. These instances will be dealt with on a case-by-case basis, with due regard to any disability or vulnerability that has directly led to the damage being caused.
- 5.8 In the event of a tenant needing to be decanted due to damage being caused because of their deliberate actions, inactions, or wilful neglect, the following will apply:
- As a responsible landlord, the Council will, seek alternative accommodation for the tenant if they are not able to self-resolve.
 - The Housing Officer may serve a Notice of Seeking Possession on the tenant, if there is a serious tenancy breach and will seek possession of the property through the court.
- 5.9 In these circumstances, the council will not:

- Pay for the removal or replacement of items from the original household, or any associated storage costs.
- Pay for any travel costs incurred by the tenant.
- Pay for any items that the tenant needs for the decant property.

6.0 Statement of Intent

6.1 When a tenant is required to move out for repairs to be undertaken the Customer Care Officer will meet with the tenant in person (where possible) or via a telephone call to discuss the following:

- The need for the tenant to decant due to essential repairs and maintenance work. Provide a copy of the tenant's guide for preparing to decant (Appendix 4).
- Options including the alternative accommodation they may be offered and whether they are able to make their own arrangements.
- Gather the details of who lives in the household and whether the tenant is able to make their own arrangements and complete the Housing Decant Form (Appendix 2).
- 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 Customer Care 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 and the urgency of the repairs. The Council will try to meet all reasonable requirements.
- 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 receive two offers 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.
- Provide the tenant with a copy of the 'License to Occupy Temporary Accommodation' and explain what this means for the tenant where required.

6.2 Tenants will be assured that:

- They will remain the secure tenant of their current home and have the right to return after the works have been completed.
- The Council will cover the costs of rent for alternative accommodation provided by the Council or provide support where tenants make their own arrangements.
- The Council will cover moving costs and any reasonable additional costs they incur e.g. travel expenses.

6.3 The tenant will also be required to complete the following documentation to facilitate the decant process:

- Agreement for temporary tenancy during decant works.
- Temporary decant agreement.
- Disturbance payment record sheet.

7.0 Programmes

Decant Criteria

- 7.1 A property will be defined as uninhabitable if any one or more of the following is present (this is not an exhaustive list):
- Major internal disruption, i.e. loss of sanitation.
 - The electrics are in an unsafe condition.
 - A significant damp or mould problem likely to cause an immediate health risk to the tenants.
 - Asbestos that would cause a direct and immediate health and safety risk.
 - Any significant subsidence, significant structural movement or structural instability (as demonstrated by a structural engineer's report).
 - A major health and safety issue(s) or environmental factor(s) that would cause a direct and immediate risk to the tenants.
- 7.2 When deciding whether decanting will be required, the following will be considered:
- Does the tenant prefer to remain in the property, if works required pose no health and safety risk?
 - Has the property been assessed against the Housing Health and Safety Rating System (HHSRS) as to whether the risks identified can be reduced to as low as reasonably practicable?
 - Will the property be uninhabitable whilst the work is being carried out?
 - Is the tenant vulnerable or do they have a mobility issue that would make it difficult or impossible for them to remain in their home whilst the work is being carried out?
 - Can they stay at friends or family's home?

Planned Decant Process

- 7.3 A planned decant is where essential repairs and maintenance works have been identified that require vacant possession of the property to be completed. In this instance, tenants will be required to move on a temporary basis to suitable alternative accommodation to enable the required works to take place.
- 7.4 The Council will consider a planned decant in the following circumstances:
- The property requires extensive repairs which cannot reasonably be carried out with the tenant in occupation.
 - The property requires repairs and the impact of which would mean the tenant and their household would be without use of essential facilities, including the kitchen and bathroom.
 - The tenant or a member of the household has significant health issues, and they would be adversely affected by the works if they were still occupying the property, for example, due to dust. The decant request must be recommended by the appropriate manager, who will confirm the reasons for the decant in the Decant Assessment Form.

- 7.5 The Customer Care Team will liaise with the tenants to ensure:
- We are aware of the tenants needs, including any vulnerabilities.
 - Tenants are fully informed of the decant process.
 - The duration of the repairs and maintenance works required.
 - The tenants right to return to the property when the works are complete.
 - How much rent the tenant will be required to pay during the process.
 - What support is available e.g. additional expenses.
 - Explain the options for suitable alternative accommodation.

Emergency Decant Process

- 7.6 An emergency decant is one that is required when the property has been affected by an unforeseen circumstance, such as fire or flooding, and the effects of which dictate that the tenant cannot remain living there, most likely with immediate effect.
- 7.7 As with planned decants, some tenants may be less able to cope due to vulnerabilities and may need to be decanted when we would not otherwise do so. Generally, emergency decants will be approved and follow the same process as for planned decants. In exceptional circumstances this type of decant may be agreed by another Senior Manager. Any decision on decanting for this reason may also be subject to other council policies, for example on responding to major incidents. Damage to properties should also be reported to the council's Insurance Team.
- 7.8 Emergency decants will inevitably require a degree of flexibility, at a potentially very disruptive time for the tenant.

Suitable Alternative Accommodation (Planned or Emergency)

- 7.9 The tenant will receive two reasonable offers, which may be a council property, temporary accommodation, or a hotel room, depending on the anticipated duration of the works and any other relevant considerations; this will be on a case-by-case basis, depending on availability of council housing stock which will be the preferred option as a default (if the tenant is unable to self-resolve). An offer will be deemed suitable if it is reasonably suited to the needs of the tenant and their household, as per Ground 9, Schedule 2 of the Housing Act 1988.
- 7.10 Suitable alternative accommodation will include reasonable floor coverings and the installation and moving of essential goods which are needed to function appropriately in the decant property, for example, white goods.
- 7.11 Generally, hotel accommodation will only be used where the decant is for up to 7 days (14 days in exceptional circumstances as agreed with senior management), and if the tenant is rehoused to temporary accommodation, they will sign a non-secure licence to last for the duration of the works.

Refusal to vacate substantive property and move to alternative accommodation

- 7.12 If the tenant refuses two offers of suitable alternative accommodation, without corroborating evidence to support the refusal, they will be required to make their own accommodation arrangements for the period of the decant.
- 7.13 If a tenant refuses an offer of decant accommodation and refuses to vacate to allow the works to proceed, a Notice of Seeking Possession (NOSP) will be served under

ground 10 of the Housing Act 1985 within one week of refusal, or sooner where the circumstances require. Should the legal action reach the stage of a court hearing, a suitable offer of decant accommodation must be prepared in advance of the hearing date and communicated to the tenant. A NOSP will be used in cases that do not constitute an emergency.

Decant Licence Agreement and Rent Charges

- 7.14 Where the decant is to another Council property, the tenant will be required to sign a nonsecure licence for the duration that they are occupying the property. They remain a tenant at their main home and continue to pay rent and council tax at this property. If the tenant was receiving Housing Benefit at the time of the decant, they will be assisted to submit a new claim if required. The tenant will be charged rent for their substantive property for the decant period. The Council will take responsibility for the rent charges at the decant property or hotel.

Scheduling works and returning home

- 7.15 Once an offer of suitable accommodation is made and the move date is confirmed, the Repairs and Maintenance Service will arrange for the works to be programmed. The works will start as soon as possible after the property has been vacated by the tenant after arranging the clearing of their possessions and crediting meters as required.
- 7.16 For health and safety reasons the tenant may not return to their substantive property until all works are completed.
- 7.17 Following completion of the works and post-inspection, the tenant will be expected to move back into their substantive home within 5 working days of the property being ready. Should the tenant avoidably delay moving back to the substantive property, they will be subject to a series of warning letters and potential court action.
- 7.18 If the tenant avoidably delays moving from a hotel to their substantive property, then the Council reserves the right to cease payment of hotel charges beyond the period agreed with the tenant.

Disturbance Allowance

- 7.19 Tenants who are to be temporarily moved may be entitled to a discretionary disturbance allowance payment. This is intended to compensate the tenant for the costs they have incurred by their displacement and the amount shall be equal to the reasonable expenses associated with the move.
- 7.20 Disturbance payments will only be paid when evidenced by receipts or bills if the tenant chooses to pay for them on their own behalf rather than using council suppliers where applicable.
- 7.21 Where applicable, and depending on the circumstances leading to, and length of displacement, the council will arrange and / or pay for items such as, but not limited to (where reasonable):
- The removal and / or storage of furniture.
 - The removal and refitting of fixtures and fittings in the decant property, such as grab rails, curtain rails or specialist bathroom equipment (case-by-case basis).

- 7.22 Should the tenant return to their original home, the property will have been brought back into a habitable state. Should there be a need for redecoration of the property, the council have the discretion to provide decoration vouchers. This will be on a case-by-case basis, and this will be discussed with the tenant.
- 7.23 The council may choose to meet some, or all the costs of any of the following:
- Floor coverings for the decant property.
 - Essential adaptations if an already adapted property is not located.
 - Loan of an electric cooker or combination microwave for the duration of the decant.
 - Loan of a suitable fridge for the duration of the decant.
 - Loan of other essential items as identified.
- 7.24 It is acknowledged that the needs of each household will vary according to their own unique circumstances, and there may be other items that the tenant requires assistance with or remuneration for. The tenant will be expected to provide receipts or invoices to prove the expenditure, where possible.

8.0 Follow-up Work

- 8.1 Following the completion of the essential repairs and maintenance works the Building Surveyor /Building Technician or Site Manager will visit the property to inspect the works, as per the specification or schedule of works.
- 8.2 They will meet the tenant in their substantive property to ensure that both parties are satisfied with the essential repair works that have been completed. The Building Surveyor /Building Technician or Site Manager and tenant will sign form to confirm that the works have been completed as per the schedule.

9.0 Data and Records

- 9.1 We will maintain a core asset register of all properties we own or manage including stock condition information to assist with planning future investment programmes.
- 9.2 We will hold property and stock condition data within our housing and asset systems, along with details of repair or investment works and supporting evidence of completion of these works in our document management system.
- 9.3 We will operate a robust process to manage all changes to stock, including repairs and maintenance and investment works.
- 9.4 We will keep all these records for the duration that we own and manage the property/in line with our document retention policy and have robust processes and controls in place to maintain appropriate levels of security for all housing related data.
- 9.5 To ensure all data is up-to-date and accurate, and decants are monitored and captured correctly, all tenancy changes are recorded within Housing System including any licence agreements at a council owned property.

10.0 Tenant Engagement

- 10.1 We consider good communication essential in the delivery of an effective repairs and maintenance service. Therefore, we will establish a tenant engagement strategy and communication programme. This will support tenants in their understanding of housing related issues through regular consultation exercises.
- 10.2 We also aim to successfully engage with vulnerable and hard to reach tenants. We will share information clearly and transparently and will ensure that information is available to tenants via regular publications and information on our website.

11.0 Competent Persons

- 11.1 The decant process is administered via a specialist team within repairs and maintenance including Customer Care Officers, technical support, building surveyors, site manager and contractors.
- 11.2 Only competent operatives and contractors with the relevant training and accreditations will be permitted carry out essential repairs and maintenance works.
- 11.3 We will check that our contractors hold the relevant qualifications and accreditations when we procure them, and subsequent checks will be completed on an annual basis. We will evidence these checks and each contractor's certification appropriately.
- 11.4 Only suitably competent consultants and contractors will provide third party technical quality assurance checks.

12.0 Implementation and Training

- 12.1 This policy applies to the Repairs and Maintenance within the Council. All senior managers but particularly those in the key impact areas of housing and housing maintenance services and housing management are aware of the importance of implementing appropriate procedures to support the application of this policy.
- 12.2 We will deliver training on this policy and the procedures that support it, through appropriate methods including toolbox talk briefings and on the job training for those delivering the decant process (including disrepair works) as part of their daily job. All training undertaken by staff will be formally recorded.
- 12.3 We will ensure that all operatives working for, or on behalf of the Council have the relevant qualifications required for their role.
- 12.4 We will undertake periodic assessments of training needs and resulting programmes of internal and external training supported by Workforce Development.
- 12.5 All employees will have an understanding of the decant process and their role and responsibilities in ensuring that we maintain compliance.

13.0 Performance Reporting

- 13.1 The Repairs and Maintenance Team are responsible for monitoring the progress of decant works and ensuring that tenants return to their home as quickly as possible following completion of the work and liaise with any other relevant department.
- 13.2 The Customer Care Officer will keep in touch with the tenant throughout the decant period. They will keep the tenant informed of any delays or issues that arise and will inform the tenant of the completion date as soon as this is confirmed.
- 13.3 On completion of the works the Customer Care Officer will arrange for the keys to be returned to the tenant and for the decant accommodation to be ended. The Customer Care Officer will contact the tenant one week after their return to ensure that there are no issues outstanding and inform the Rent and Income Team.
- 13.4 The tenant's access to the property must be agreed with Housing Management and the Repairs and Maintenance Team.
- 13.5 Gateshead Council will collate and monitor performance information in relation to repairs strategic key performance indicators. This includes the Regulator of Social Housing (RSH) requirements set out in Tenant Satisfaction Measures.
- 13.6 Customer satisfaction testing will be conducted regularly and independently on a random selection of completed repairs.
- 13.7 Customer insight will be analysed to identify trends to continually improve service delivery.

14.0 Quality Assurance

- 14.1 We will ensure that all repair and maintenance work within decanted properties has a quality assurance check, particularly in cases of housing disrepair claims. This will include specifically testing for compliance with legal and regulatory obligations and to identify non-compliance issues for correction. Other checks will be:
 - Post work inspection regarding disrepair claims.
 - Number of current decant arrangements.
 - Quality checks of compliance with policies and procedures.
- 14.2 A tenant or other service user who is dissatisfied with the application of this policy can raise the issue via Gateshead Council's complaints procedure.

15.0 Approval

Strategic Lead: Strategic Director

Name: _____

Signed: _____

Date Approved: _____

Strategic Lead: Service Director (Repairs and Buildings Maintenance)

Name: _____

Signed: _____

Date Approved: _____

16.0 Glossary

- 16.1 **Decanting** is when a tenant must move because it is not possible for them to continue living in the property where they hold the tenancy. This can happen either because of the need to deal with an emergency, for example fire, flooding, major works or as part of a planned programme of works. This does not include tenants moving due to transfers or mutual exchanges.
- 16.2 An **emergency decant** is where an unexpected event has caused a property to become uninhabitable, e.g. a severe leak or fire.
- 16.3 **Temporary decants** are where essential repairs cannot be carried out with the occupants living in their property, we then will seek internal approval to decant them temporarily. Once a household has been approved for decant, we will identify a suitable decant property and arrange any necessary removals.
- 16.4 **Disturbance payments** will be made to tenants who are required to move to another property temporarily. This payment is for reasonable moving costs.
- 16.5 **Temporary Licence to Occupy:** may be used for an emergency decant where the tenant and household are decanted to one of our empty homes for a short period of time.

17.0 Supporting information

- Appendix 1 - Agreement for Temporary Accommodation during Decant Works.
- Appendix 2 - Housing Decant Form.
- Appendix 3 - Temporary Decant Agreement.
- Appendix 4 - Preparing to Decant a property - Tenants Guide.



Agreement for Temporary Tenancy during Decant Works

This is a temporary tenancy agreement granted to the tenants whilst repairs or improvement works are being carried out to your home. As this is a temporary tenancy the terms and conditions are different from those that we normally offer. Please make sure you understand the agreement before you sign it. You can take independent advice if you are at all unsure.

The Landlord ("We" or "Us")

The Tenant ("You")

The permanent property ("Your home")

The temporary property

Tenancy start date

Purpose of this temporary Tenancy Agreement

We need to carry out works to your home which are so extensive that you cannot stay there while they are done, and so we are letting you "the temporary property" as rent-free alternative accommodation meanwhile, on the terms shown on these pages.

Both of us agree

1. We let the temporary property to you rent free until this agreement shall end in any of the ways described below.
2. Your tenancy of your home will continue on its existing terms meanwhile, but subject to the provisions in its tenancy agreement about rent review or re-registration.
3. You will continue to pay the rent for your home (including any service charge) throughout the duration of this tenancy. You will be responsible for paying council tax, water and sewerage charges and for all gas and electricity consumed on or supplied to the temporary property during his occupation.

4. We will both enjoy the same rights, and observe the same obligations, in respect of the temporary property as are set out in the Tenancy Agreement for your home ('the original agreement'), as these obligations were expressly set out in this Agreement, with the following changes and exceptions:
- The provisions relating to rent and service charges shall not apply.
 - You do not occupy the temporary property as your only or permanent home.
 - Any right to exchange this tenancy for another, or to sublet part of the property or to take in lodgers, shall not apply.
 - You are obliged to give vacant possession of the temporary property to us at the end of this tenancy.
 - This tenancy ends as shown in Paragraph 6 below, not as shown in the original agreement.
 - While this tenancy lasts, any notice to you concerning either this agreement or the original agreement is validly served if delivered to the address shown on page 1 of this agreement.
5. We will carry out works to your home with reasonable speed. When it is again in our reasonable opinion available for your occupation, we will tell you in writing. Until that time, you will not seek to occupy your home nor cause work there to be disrupted or delayed.

Determination of the agreement

6. This agreement will be ended:
7. If you are in breach of any of the terms of this agreement; or upon you being notified that the tenancy property is ready for occupation and by us subsequently giving one week's notice to you on the expiry of which you will immediately vacate the temporary property and return to the tenancy property.
8. If you remain in possession of the temporary property after this agreement has ended, then you must pay us use and occupation charges for the temporary property equal to the weekly rent we could obtain by letting it on a tenancy on our usual terms, until such time as you give us vacant possession.

Signed on behalf of Gateshead Council:

Print Name: _____ Signed: _____

Date: _____

Signed by the Tenant(s):

Print Name: _____ Signed: _____

Date: _____

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Appendix 2 - Housing Decant Form



HOUSING DECANT FORM

Please fill in this form carefully and clearly. When completed, please return it to the Housing Office / Customer Care Officer. You can also contact the Housing Office if you need help completing the form.

YOU AND YOUR HOUSEHOLD				
Your Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms
	<input type="checkbox"/> Other: (please specify)			
Surname:		First Name:		
Date of Birth:		Age:		
Employment Status:		National Insurance Number:		
Current Address:				
		Postcode:		
Telephone (Home):		Telephone (Mobile):		
Other:				

TENANTS WITHIN YOUR HOUSEHOLD						
Please list everyone you live with:						
Surname	First Name	Date of Birth	Age	Sex	Relationship to You	Occupation

--	--	--	--	--	--	--

MEDICAL OR PHYSICAL NEEDS

Do you, or any members of your household, have a medical or physical problem? Please answer all of the following questions:

Does anyone in your household have a disability?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is anyone in your household registered disabled?		
Does anyone in your household have any physical difficulties relevant to your housing situation?		
Does anyone in your household need ground floor or another specific type of accommodation?		
Is there anyone in your home who requires wheelchair adapted accommodation?		
If you answered yes to any of these questions, please give details below:		

PETS

Does any member of your household have pets?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you answered yes, please give details below:		

YOUR CURRENT HOME

How long have you lived at your current address?	Years: ____	Months: ____
What floor is your current home on? (please select)	Ground / 1 / 2 / 3 / 4	
Number of bedrooms:	Bedsit / 1 / 2 / 3 / 4 / 5	
Is it a caravan?	Yes / No	
Is it rented?	Yes / No	
If rented, please provide details of the landlord:		

--

YOUR HOUSING REQUIREMENTS

Please answer all of the questions below:

How many bedrooms do you need?	Bedsit / 1 / 2 / 3 / 4 / 5
Would you like to live in older persons accommodation?	Yes / No
Do you need wheelchair adapted accommodation?	Yes / No
Can you cope with a long flight of stairs?	Yes / No
If you have children, if yes where do they go to school? Please state school name: _____	Yes / No
Do you have any other essential requirements?	

ADDITIONAL INFORMATION

Is there any other information you would like to add? For example, do you want to move to a specific area because you have family living there or you work in that area?

--

Name: _____ Signature: _____

Date: _____

DECLARATION

Even if someone else has completed this form on your behalf, you must sign this declaration.

Please read the declaration below carefully before you sign and date it.

- I hereby declare the information given on this form is correct and complete to the best of my knowledge.
- I understand that under Section 214 of the Housing Act 1996 it is an offence to knowingly or recklessly make a statement which is false and/or withhold information in order to obtain assistance with housing.
- It is also an offence if you do not notify the Council of any material changes in your circumstances as soon as possible.
- I am aware that if I give information that is incorrect or incomplete, the Council may take action against me. This may include court action and anyone guilty of such an offence is liable, upon conviction, to a fine of up to £5,000.

Signed: _____

Date: _____

Signed: _____

Date: _____

Appendix 3 - Temporary Decant Agreement



Temporary Decant Agreement

Tenant(s) Name: _____

Temporary Address: _____

This agreement is to confirm the offer of temporary accommodation whilst Gateshead Council carry out works to your home at:

Permanent Address: _____

Your tenancy will remain at your permanent address and your liability for rent and service charge will remain unchanged at £_____ per week. Any Housing Benefit entitlements will continue at the permanent address.

You must return to your permanent address when you are notified that the work has been completed to the satisfaction of Gateshead Council.

Gateshead Council have the right to take legal action to enforce this agreement under Ground 8 of Schedule 2 of the Housing Act 1985:

Ground 8

"The dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he occupied as his only permanent home and -

- a) The tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home.*
- b) The tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the work, the other dwelling-house was again available for occupation by him under a secure tenancy and*
- c) The works have been completed and the other dwelling-house is so available".*

~~~~~  
I acknowledge that this is an offer of temporary accommodation and confirm that I will move back to my permanent address at: \_\_\_\_\_ when works have been completed.

Agreement has been reached with Housing Management in respect of financial and physical assistance to enable the decant to proceed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Gateshead Council Housing Management Officer Name: \_\_\_\_\_

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## Appendix 4 - Preparing to Decant a property - Tenants Guidance



### Preparing to Decant a property - Tenants Guidance

You will have to pack your own belongings - unless it has been identified that you require additional assistance.

#### Clothes

- Any clothes hanging in wardrobes should be removed and packed separately. All clothes hangers should be removed, bound together, and packed separately.
- Any clothes stored in drawers at present may be left there, if you so wish (see note on self-assembly furniture). All other items of clothing, bedding, curtains etc should be packed in suitcases or cardboard boxes - but if you do not have enough of these, the Housing Officer may be able to supply you with a few plastic bags.

#### Breakables

- Each item should be wrapped individually in newspaper, and packed snugly together in a stout, preferably wooden box. Any spaces should be filled with screwed-up newspaper, so that nothing moves when the box is lifted.
- It is essential that this is done correctly otherwise the removal contractor will accept no responsibility for any resultant breakages.
- Should you wish to have such items packed professionally, our removal contractor can supply this service and bill you for it.

#### Foodstuffs

- Pack foods together in a tin or box and label it. **No foodstuffs or other perishables should be sent for storage.**

#### Valuables

- You are entirely responsible for the transit of cash, jewellery or other valuables. **You should not pack these items for removal or storage.**
- Vital documents such as passports, birth certificates or insurance policies also fall into this category.

## **INSURANCE**

### **Household Contents**

- Household contents insurance is your responsibility.
- Inform your insurance company that you are moving to alternative accommodation.
- Make sure that your household contents are adequately covered at your new address.
- Make sure that any outbuildings and their contents are adequately covered during your absence.

### **Removal**

- It is your responsibility to make sure that your belongings are prepared properly for removal.
- Neither the removal firm, nor any other contractor employed by the Council will be responsible for damage to your property, which was not caused by their negligence.
- The removal firm may ask you to sign a document saying you are happy with the way they have conducted your removal. Before signing, you must make sure that all your belongings have, in fact, been delivered, and that they are not damaged.

Should any damage occur you must:-

- a) Inform the Housing Officer handling your removal immediately
- b) Inform the Contractor, in writing, within 48 hours of the removal
- Goods taken in transit are covered by the removal contractor's insurance.
- Goods taken into storage are insured against fire and theft.

### **Self-Assembly Furniture**

- Furniture of this sort is generally made of composition board (rather than wood) and held together by screws (instead of mitred joints). As a result, it is not very robust and can be easily damaged by removal - not by any negligence on the part of the removal contractor, but simply by moving it.
- You should empty any items of self-assembly furniture and pack the contents separately. This will reduce the load on the screws and help prevent unnecessary damage.
- If possible, any bulky items should be dismantled before removal.

### **Domestic Appliances**

- These must be prepared for removal according to the manufacturer's instructions. Consult the instruction manual supplied with the appliance - if this isn't very helpful, contact the manufacturer.