



DECANT POLICY

All the Co-operative's Policies and Procedures are available in large print, braille, audio or other languages on request.

Please ask a member of staff if you would like a version in a different format.

POLICY IMPLEMENTATION CHECKLIST	
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1.0 INTRODUCTION

The purpose of this policy is to set out the principles the Co-operative will apply where we may have to decant a tenant to temporary accommodation.

A decant is where the Co-operative requires a tenant to move out of their home temporarily in one of the following circumstances:

- Following fire, flood or another emergency a property is uninhabitable
- Where it is deemed to be unsafe or unreasonable for a tenant to remain in their property
- Works required for Health and Safety reasons that would create an unsafe environment for the household

The policy aims to ensure there is a clear and consistent approach when dealing with decants or emergency evacuations, ensuring the wellbeing and safety of tenants is not adversely affected.

We will ensure that an effective service is provided to our tenants who are required to be absent from their home for a period of time to allow for required works to be carried out. The Co-operative recognises that being decanted to temporary accommodation can be stressful for our tenants.

The Co-operative will work with tenants to identify their housing needs and preferences however, as we have limited stock we may have to look at alternatives if preferences cannot be met.

It is important that we communicate well with tenants and provide good levels of information and support throughout the process.

Tenants will receive compensation for disruption and disturbance as detailed within the Policy.

We will endeavour to have the necessary works carried out as quickly as possible and to a high standard. Our tenants' health and safety will be a main factor when decants are being considered.

2.0 POLICY AIMS & OBJECTIVES

The main aim and objectives of this policy are to:

- Manage decant proceedings in an efficient and customer focussed manner
- Minimise the period of time that our tenant is absent from their tenancy
- Minimise lost rent

- Cause the least possible disturbance to our tenants who are required to decant from their home
- Provide good information and support before, during and after the decant process
- Where possible, provide decant accommodation that meets the existing household's requirements and medical needs
- Decanted properties will meet our minimal lettable standards

3.0 LEGAL AND REGULATORY REQUIREMENTS

In order to effectively deliver the aims and obligations of the policy the Co-operative will seek to meet the requirements of our legal obligations, best practice guidance and processes as set out within the following legislation:

- The Housing (Scotland) Act 1987, 2001 & 2010
- The Human Rights Act 1998
- Data Protection Act 2018
- Equality Act 2010
- Scottish Secure Tenancy Agreement
- The Scottish Social Housing Charter

The Scottish Social Housing Charter sets standards and outcomes that all social landlords should aim to achieve when performing their housing activities. This policy aligns with the expected outcomes for:

- **Outcome 1: Equalities**
Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.
- **Outcome 4: 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 other building quality standard in place throughout the tenancy, and also meet the relevant Energy Efficiency and Zero Emission Heat Standard.
- **Outcome 5: Repairs, maintenance and repairs**
Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- **Outcome 13: Value for money**
Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

The Scottish Secure Tenancy Agreement confirms our responsibilities as a landlord in the event of significant damage to our properties which are:

Section 5.11

"We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable."

Section 5.12

"We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing..... In an emergency, we have the right to make forcible entry to your house without notice."

Section 5.14

"If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay."

The Scottish Secure Tenancy Agreement also contains areas detailing the tenants' responsibilities in terms of notifying the Co-operative of required repairs, which if not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

4.0 DECANTING PROCESS

4.1 Identification of Need for Decant

In general, and where required, we will decant a tenant to temporary accommodation where required if:

- During maintenance works or planned programme renewals, essential facilities are affected within a tenant's home, such as toilet facilities or electricity and are not likely to be restored within 24 hours
- Maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living

- Our tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living
- The nature of the work could lead to health problems for our tenant or someone in the household
- Where we are satisfied the work would be carried out more efficiently, effectively and safely if the tenant(s) were living elsewhere and removes the tenant(s) and any household members from risk of injury or harm
- In an emergency situation where it is unsafe for a tenant to remain in or, return to the property. For example, as a result of fire, flood, gas escape

The decision to decant a tenant will be determined by the Housing Manager in conjunction with the Director. Each case will be assessed on its own merit. We will discuss with the tenant if they are able to stay with relatives or friends during the works. They will be fully involved in the discussions and decision process.

Where it is feasible and there are no health and safety issues to household members, we will carry out the required works without decanting. This will be subject to a risk assessment and a full discussion with the tenant about any potential risks.

4.2 Preparation for Decant

The Housing Officer will lead in discussions with the tenant about the decant to establish:

- The work needed and why they cannot stay whilst its being carried out
- The tenants' housing requirements and medical needs and any other additional needs
- The anticipated length of time required to decant
- Liaise with other agencies such as home helps, carers, support workers and family
- Any expenses or disturbance allowances due to the tenant

4.3 Finding Accommodation

The following must be considered when arranging alternative accommodation:

- Proximity to place of work or school (if reliant on public transport)
- Any pets
- Any existing medical or health conditions
- Live in carers or access to care/support packages
- Property size (a similar property should be sourced if available)

A Decant Assessment form (Appendix 1) should be completed by the Housing Officer.

4.4 Decant Accommodation

To ensure fair treatment of every tenant, we will work with the tenant to identify their decant housing needs and preferences.

The Co-operative will firstly attempt to provide decant accommodation within our own stock. If we cannot provide this, we contact other registered social landlords within the area with the private sector being the final option.

If there is no suitable accommodation in the short term. Then hotel accommodation may be booked until such time as a property becomes available from other sources.

If a decant is only required for less than a week then the Co-operative will provide hotel accommodation on a Bed & Breakfast basis locally for the tenant. A subsistence allowance will be paid for this.

If the tenant chooses to find their own accommodation with family/friends during the decant period, then subsistence will be payable to the tenant to cover this.

During the decant period the tenant is responsible for the rent at their principal home and liable to cover utility bills and council tax at the decant property. An exemption will be applied for council tax at the principal home.

As part of the decant process the tenant will be required to sign a Decant Agreement for the decant property confirming the property is temporary and agreeing they will return to their tenancy following completion of the works (see Appendix 2).

A mandate agreeing for removal of the items from the current property for storage purposes will be signed by the tenant (see Appendix 3).

An inventory detailing all of the household items and their condition at the time of moving into the decant property /storage will be taken (see Appendix 4).

4.5 Items being stored in tenant's home

If the works are restricted to specific areas in the property, we will discuss with the tenant removing all items from the room(s) requiring treatment and storing these in another unaffected room which we will fit with a hasp and lock. The tenant will have sole keeping of the keys.

If the storage of furnishings cannot be left safely in the property we will arrange storage of these items.

4.6 Pets

Where the tenant is moved to another Co-operative property that allows pets, it is likely that they will be able to keep their pet. It is unlikely this will be the case in any of the other decant options. Where the tenant has permission from the Co-operative to keep pets, we may need to pay for

kennels or cattery if there is no other option. However, if the tenant is keeping pets without our permission, they will be responsible for arranging what happens to them during the decant period.

4.7 Decant and return arrangements

Where required the Co-operative will arrange and pay for the following:

- Furniture removal and storage OR the removal to the decant accommodation and the return to the original property
- Disconnecting and reconnecting cooking facilities.
- Disconnecting and reconnecting washing machine.
- Disconnecting and reconnecting landline telephone (if tenant does not have access to a mobile phone)
- Internet connection
- Mail redirection
- Provision of basic floor covering at decant address (where required)
- Reasonable decoration
- Removal / refitting of window coverings (temporary curtains will be provided if required)

We will take meter readings at both the tenant's tenancy and the decant property (leaving and entering).

We will not install any gas or electrical appliances which are found to be unsafe. The tenant will be advised if there is an issue at the time of decant.

Costs may be rechargeable to our tenant if the need to decant arose due to a wilful act by our tenant or a member of the household. The Co-operative may also take legal action against the tenant, which could result in the tenant being evicted from the permanent tenancy, without the recourse to continue occupying the decant property.

4.8 Refusal to Return to their own Property

In the case, where the tenant refuses to return to their permanent tenancy, we will seek to resolve this by meeting with them and addressing any concerns they may have. If all discussions and negotiations fail and the tenant is still unwilling to co-operate, the Co-operative may proceed with legal action to resolve the situation. Tenants have no legal right to remain in a temporary decant property and must return to their original home when they are able to do so.

The Co-operative will only consider a tenant's request to remain in the decant property where the tenant is on our Transfer List and meets the criteria detailed within the Co-operative's Allocation Policy. Under these circumstances, the tenant will enter into a new Scottish Secure Tenancy Agreement and rent will be charged from the agreed date of entry.

4.9 Refusal to be Decanted

There may be occasions where we have to insist that a tenant is decanted to other temporary accommodation, even if the tenant does not wish to move, if there is a possible risk of harm to them and any other household members.

Section 5.13 of the Scottish Secure Tenancy Agreement states that "We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay."

If the tenant does not consent to the decant, we may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of the tenant and any household members as well as possible harm to neighbours from the risk of not carrying out the works.

5.0 TEMPORARY ACCOMMODATION OPTIONS

5.1 Options

We will seek to minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what properties are available at that time, although decanting in non-emergency situations can be delayed until more suitable accommodation becomes available.

Before decanting a tenant, we will discuss whether it is possible for the tenant to stay with relatives and friends during the works.

If this option is not possible then the other types of temporary decant accommodation available for tenants requiring longer term decants are:

- A vacant Co-operative property
- Another vacant registered social landlord property (RSL)
- Emergency accommodation provided by local authority (this will mainly occur due to a major incident such as a flood, fire and or gas leak)
- Private let

In exceptional circumstances, we may consider providing hotel accommodation or bed & breakfast type accommodation for short stays until alternative suitable accommodation is found.

Where the tenant is unable to stay with family or friends and the required work can be carried out within a relatively short time period, the Co-operative will seek to obtain hotel / bed & breakfast type accommodation.

Where any required works are estimated to be long-term in their completion. The Co-operative will aim to decant tenants as detailed above.

5.2 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 is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster. The Local Authority will only be used as a last resort.

As a result, the local authority must offer temporary accommodation to our tenants and their families who are unable to remain in their homes as a result of an emergency, for example fire. In such circumstances we will liaise and work closely with North Lanarkshire Council.

6.0 TENANT LIAISON

6.1 Information & Advice Prior to Decanting

We recognise that temporary removal of a tenant from their home may be a stressful and potentially difficult experience for them and their families. Therefore, we aim to minimise tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant. For example we will provide information, advice and updates on the following:

- Which rooms will be affected by the repair and or alteration works
- The expected content and timetable for the works
- Key dates in the process, such as dates of removal and return
- The level of allowances and payments, if any. When and how these will be paid
- Any decoration allowance they would be entitled to
- What furniture will be moved out and if all affected rooms are not cleared of our tenant's belongings
- What measures will be taken to protect furniture and our tenant's property remaining in the house, in other rooms not affected directly by the work
- The tenant should supply all keys to the property to be held by the Co-operative (and contractor) during the period of work. Exception being where the Co-operative has fitted a lock on a room as items are being stored, the tenant will retain the key for this room. The tenant must not access the property while works are underway for health and safety reasons.

- We will pay for mail redirection.
- Our tenant should remove any items of high or sentimental value from the property during the period of work
- Our tenant will receive regular updates from the responsible Housing Officer and/or Maintenance Officer

6.2 During the Decant

The Maintenance Officer will be responsible for managing all works to the property and should update the Housing Officer on a regular basis. This is to ensure that the Housing Officer has as much notice as possible of a likely return date and can start making the appropriate arrangements with the tenant. However, the tenant must be given at least 5 days notice of when they can return.

The Housing Officer must make the tenant aware of their responsibilities while occupying the decant property.

The tenant must comply with all the terms of their current Scottish Secure Tenancy Agreement. Action will be taken as usual, should there be a breach of tenancy.

7.0 RENT AND COUNCIL TAX LIABILITY

7.1 Rent

Rent liability continues on the tenant's permanent address. If the tenant is in receipt of Universal Credit or Housing Benefit, the Housing Officer should notify the DWP / Local Authority they are staying at another address but are still liable for the rent at that address. The loss of rent on the decant property will be included in the Insurance Claim, where applicable.

7.2 Universal Credit / Housing Benefit

If the tenant is in receipt of Housing Benefit, the Housing Officer will contact North Lanarkshire Council or if the tenant is in receipt of Universal Credit, housing costs the Housing Officer will ensure the tenant is advised to update their journal they have had to move into temporary accommodation. Where required, the Housing Officer will provide confirmation to the DWP.

7.3 Council Tax

The council tax charge will be stopped at the tenant's tenancy address, and they will be liable for the charge at the new decanted address. We will help our tenant to apply for a 6 months exemption at their tenancy address. Any Council tax benefit will be paid based on the decanted address.

8.0 INSURANCE

8.1 Building Insurance

Where the need for decant arises as a result of an insured event, we will submit a claim to recover the costs from our insurers. Records, photographs and receipts should be retained to substantiate any claim in events such as:

- Flood
- Fire
- Storm damage
- Dampness
- Impact by motor vehicle etc

We will claim for lost rental monies, removal costs, accommodation, work costs and any storage costs.

Our insurance provision will not be available to cover loss or damage to our tenants' belongings unless we were responsible for this through inaction or neglect.

8.2 Tenant Home Content Insurance

The Co-operative promotes house content insurance to all of our tenants. We include information on house content insurance in all of our new tenant sign-up packs, on our website and in our regular newsletters to tenants.

Where a tenant has existing home contents insurance, will advise them to contact their insurance provider of any items to be claimed and of any decant arrangement. The insurance provider normally requires such notification if their tenancy address will not be occupied for a period of time.

The Co-operative will pay the cost of any increase in premium payments that results from the move to the decant property but only for the period of the temporary decant.

9.0 EQUALITY & DIVERSITY

The Co-operative is committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all.

We will endeavour to ensure a fair and equal service to everyone and that all services are carried out in an undiscriminating manner in line with the Co-operative's Equality and Diversity Policy.

In particular, we will not discriminate on the grounds of age, disability, marriage and civil partnership, pregnancy and maternity, race, religion or belief, gender reassignment, sex and sexual orientation.

We will ensure that everyone has equal access to information and services to meet specific need. Upon request we will make available documents in a range of alternative formats/languages.

10.0 COMPLAINTS

Any complaints in relation to this Policy, its implementation or its operation will be dealt with in line with the Co-operative's Complaints Policy.

A copy of our Complaints Policy and summary leaflets is available from our office or to download from our website www.gphc.org.uk

11.0 GENERAL DATA PROTECTION REGULATION (GDPR)

The Co-operative will process information and data contained within the application in accordance with its policies and procedures relating to the General Data Protection Regulations.

Information regarding how data will be used and the basis for processing data is provided in the Co-operative's Fair Processing Notice.

12.0 POLICY REVIEW

This Policy will be reviewed on a 5 yearly basis or earlier if the legislation changes or to ensure that its aims and good practice are being met.