

This policy explains how we handle moving customers temporarily from their homes due to an emergency (e.g. fire, flood), major repairs, severe damp and mould, refurbishment, modernisation, or redevelopment. It outlines the responsibilities of Amplius and customers, including details on expenses and expectations.

Decant Policy

Document management

Directorate	Operations
Policy sponsor	Chief Operations Officer
Policy owner	Director of Housing and Healthy Communities
Policy author	Director of Housing and Healthy Communities

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CONTENTS

DECANT POLICY	1
Document management	1
Review process	1
Overview	3
Scope	3
Policy details	4
Principles	4
Definitions	4
Decant Criteria	4
Emergencies	5
Customer Requirement	5
Tenant Damage	5
Customer Responsibility in Decant Accommodation	6
The Cost of Disturbance	6
Budgeting	7
Tenancy Rights	7
Removals and Storage	7
Responsibilities of the Customer	7
Equality, diversity and inclusion	8
Additional needs (addressing vulnerabilities)	8
Compliance and administration	9
Legal and regulatory compliance	9
Evaluation, review and performance monitoring	9
Related policies	9
Appendices	10
A. Associated documents - Internal procedural document, colleague use only	10
B. Disturbance Payments	10
Changelog	11

Part 2

Overview

Scope

This policy supports Amplius' values and is a commitment to improving lives and supporting colleagues by:

- Explaining the process when a customer must decant (move), temporarily or permanently, from their home and how Amplius will manage the decant.
- Making sure there is clear communication with the customer when they need to move for work to be done.
- Considering the costs of the disruption and inconvenience of the move, including any compensation payments.

The term Amplius incorporates all member companies and subsidiaries.

The policy applies to all customer with a tenancy with Amplius.

Legal responsibility for the Decant Policy is shared by:

- Amplius Chief Executive; and
- Chief Operations Officer.

The operational responsibility is held by:

- Director of Property Operations
- Director of Housing and Healthy Communities
- Director of Customer Operations.

The procedural responsibility is held by:

- Repairs Managers
- Housing Services Managers
- Regional Directors

The day-to-day responsibility is held by:

- Surveyors
- Housing Services Team Leaders
- Housing Officers
- Relocations Team.

The policy does not form part of any colleague's contract of employment and the policy may be amended at any time.

Part 3

Policy details

Principles

We aim to keep our homes in good condition. Sometimes we may need to temporarily decant (move) customers to another property because we need to carry out repairs that cannot be completed with customers still living there. This may also happen in emergency situations such as fire or flood or because of redevelopment.

We understand that moving home can be disruptive. This policy explains how we will handle moves:

- We will make sure customers are consulted about decants.
- We will provide clear information and keep customers updated throughout the process.
- We will follow the Land Compensation Act 1973 when making home loss and disturbance payments.
- To complete repairs and works required at properties, whether planned or in an emergency

Whenever we can, we will try to complete repairs while the customer is still living in their home to avoid extra disruption and costs. However, if the property is unsafe to live in, the customer may need to move out temporarily so that major repairs or improvements can be made. Once the work is done, the customer can move back into their home.

This policy only covers permanent household members, not visitors. It also doesn't cover Leaseholders and Shared Owners, as they are classified as homeowners and can claim insurance for moving costs.

Definitions

Decanting:

When a customer and household are temporarily moved out of their property, to allow work to be done, with the intention of returning them to the property at the earliest opportunity.

Disturbance Payment:

Compensation paid to the customer for reasonable expenses incurred during the decant or moving process. Examples of these expenses may include redirection of post for 3 months, telephone dis/connection charges and other related expenses.

Decant Criteria

Amplius sees decanting customers as a last resort. We will try to find other solutions first. This could include the customer staying temporarily with family or friends, or in a hotel. We will also check the customers insurance situation. If the repairs will take a long time, we may offer a suitable empty property for the customer to move into. A decant may be necessary in situations such as:

- The home's utilities (like water, gas or electricity) are unavailable for a long time.
- The work is large and will disrupt daily life, making the home uninhabitable or unsafe.
- The work could create a health and safety risk to the customer.

Emergencies

Emergency situations may require the customer to move temporarily from their home. This could be due to a fire, flood or any other situation that makes the home unsafe to live in. Our priority is always the safety of our customers.

In an emergency, we will work to find suitable temporary emergency accommodation for the customer as soon as possible. This may include a hotel, bed and breakfast, or short-term housing we have available. If possible, we may suggest the customer stay with family or friends for a short time.

Once the immediate emergency is over, we will either help the household return to their home or find more suitable accommodation while repairs are completed.

Customer Requirement

We will look at situations individually, considering the customer and household needs and suitability of an area.

In some cases, we may need to move a customer to a smaller property, that is considered suitable. In an emergency, this may happen quickly, and we may look for a longer-term solution at a later stage if required. If a customer refuses to move from their permanent home, or refuses to return after staying in temporary accommodation, we may need to consider legal action. However, we will always be reasonable and make sure we explain our reasons.

We will make sure customers:

- Understand why they need to decant (move) and that the locks will be changed, as the home is unsafe to live in or return to during the repairs.
- Know how long the move is expected to last.
- Are informed about the support we can offer.

We understand that people have different needs, and we must respond to each person's situation. Some customers may need extra support, such as those with disabilities, mental health conditions, older people, single parents, or those who don't speak English. To minimise the impact on these individuals, we may need to do further assessments or work with family members or professionals. We may also need to provide specialist equipment at the temporary property.

Tenant Damage

If a customer causes damage to their home which results in the need to decant (move) the customer to another property, it will be seen as a breach of their tenancy. This includes the customer causing the damage themselves or failing to report it when it happens or is first noticed.

We have the right to refuse to decant a customer if they could pose a risk to other customers if moved, or we may charge the customer for the repair costs and the temporary accommodation.

We will look at the customer's situation and how the damage occurred, and whether the customer needs support. This could lead to legal action depending on the circumstances.

If needed, we may take legal action to recover the costs of the damage and the temporary accommodation.

If a customer is refused a decant, they will be advised to find alternative suitable accommodation and/or contact the local authority homeless team for advice.

Customer Responsibility in Decant Accommodation

Customers are expected to comply with the terms of their substantive agreement in relation to damages and behaviour.

Where customers damage the decant property, we hold the right to recharge for any repairs.

Where customers' behaviour is not in line with the terms of their substantive tenancy agreement, we also hold the right to terminate the offer of decant accommodation which may lead to legal action and could affect their substantive tenancy.

The Cost of Disturbance

There are two separate payments: Statutory Home Loss and Disturbance. Each has its own eligibility criteria. A customer may qualify for both payments, or just one, depending on their situation.

A Home Loss Payment is a fixed amount given to the customer as compensation for the distress caused by having to move permanently from their home. It's intended to cover the emotional impact of losing the home, not the costs of moving. This payment is required by law under the 1973 Land Compensation Act and the Planning & Compensation Act 1991, but only if the customer must move permanently. To qualify for the Home Loss Payment, the following conditions must apply:

- the customer has been living in the property for one year before they must be permanently decanted
- the customer has been living in the property as their main or only home
- the customer is being required to move because of improvement or redevelopment (repairs, even if major, do not qualify)

The amount of the Home Loss Payment is set by law. If the customer has any unpaid rent or debts, those amounts will be deducted from the Home Loss Payment and credited to the customer's rent or sub account.

The Land Compensation Act 1973 governs payment for Disturbance Allowance.

The Land Compensation Act 1973 also requires Disturbance Allowance. This payment is intended to cover the costs and losses the customer faces because of the move. The aim is for the customer to neither gain nor lose money because of moving. Disturbance payments will be considered on a case-by-case basis and may vary. Customers will need to provide

receipts for their expenses unless we have already arranged the costs. More details about Disturbance Payments can be found in Appendix B.

Budgeting

Each household should have a budget, which will include the Home Loss Payment (if applicable) and Disturbance Payments. This budget follows the rules in the Land Compensation Act 1973 and is based on the items listed in Appendix A of the Decant Procedure.

We will make a Disturbance Payment for:

- Temporary moves, where the customer is offered the option to return to their original property
 - Permanent moves, to a new property within the same community in case of estate regeneration.
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Tenancy Rights

We will make sure that customers do not lose their tenancy rights during the decant process. If the customer is moved to one of our empty properties, they will be given a 'Licence Agreement' for the time they stay there. Their original tenancy agreement for their main home will remain in place, so when the customer returns, they will be on the same tenancy and security as before.

While in temporary accommodation, customers will continue to pay the same amount for rent, service charge and/or license payment as they would at their original home. The exception to this is if the move was due to the customers own actions or neglect.

Removals and Storage

If external storage is needed, we will arrange and cover the cost of moving and storing the household's belongings with one of our approved contractors. We will also arrange for the items to be returned when the customer moves back to their permanent home.

Amplius is not responsible for any damage to the customers belongings during storage. This will be covered by the removal companies insurance. Any issues should be handled directly between the customer and removal company.

Responsibilities of the Customer

The customer is responsible for letting relevant agencies or service providers know of their temporary change in address and making any necessary payments, for example:

- Insurance
- Housing Benefit
- Council tax
- Utilities

It is the customer's responsibility to insure their belongings while they are in temporary accommodation. We may offer support based on the customer's needs.

If the customer wants to visit the decanted property while work is being done, they must contact us so we can ensure the property is safe to enter. The customer should return to their original property once the work is completed and when asked to do so.

Equality, diversity and inclusion

Amplius is committed to E, D&I and as such will make reasonable adjustments to the policy to recognise, accommodate and support individual needs, where needed.

This policy adheres to Amplius' approach to Equality and Diversity.

Amplius colleagues will take a proactive approach to ensure that no individual or group is discriminated against or treated differently as a direct or indirect result of this policy.

Additional needs (addressing vulnerabilities)

Amplius recognises that, for various reasons, some of our customers and service users may be vulnerable. Policies therefore will take account of the recommendations made by the Housing Ombudsman and Regulatory recommendations on vulnerabilities. Amplius will take a proactive approach when making a decision relating to a customer or service user and where practicable, tailor and adapt our services to suit the needs of customers and support vulnerable people.

Part 4

Compliance and administration

Legal and regulatory compliance

This policy fully complies with Amplus' legal and regulatory obligations.

- Complies with HCA Neighbourhood and Community tenancy standard and home standard; the Housing Acts; and the Data Protection Act 1998.
- Lands Compensation Act 1973
- Planning and Compensations Act 1991.

This list is not exhaustive, and policy authors will undertake thorough research and/or seek professional advice to ensure that Amplus meets its obligations and complies with the current and relevant legislation and regulations.

Evaluation, review and performance monitoring

This policy will be reviewed on a Triennial basis to ensure that it remains fit for purpose. A policy review may also be required earlier, in response to internal or external changes for example changes in legislation. Prompt and effective action will be taken where improvements are identified.

All employees are responsible for ensuring the policy is incorporated into their working practices. Appropriate training will be given to staff to raise their awareness and to equip them to implement this policy and its related procedures effectively.

We will carry out audits to monitor compliance.

Related policies

- Complaints Policy
- Lettings and Allocations Policy
- Managing Transfers and Direct Lets Policy
- Mutual Exchange Policy
- Responsive Repairs Policy
- Safeguarding Adults and Children Policy
- Tenancy Management Policy

Part 5

Appendices

A. Associated documents - Internal procedural document, colleague use only

- Decant Procedure.
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B. Disturbance Payments

Items included, but not limited to, include:

- Cost of removals and/or storage of belongings.
- Cost of altering soft furnishings, e.g., refitting carpets if damaged in the decant process.
- Cost of providing new carpets and window coverings into a void property if a longer term decant is required.
- Disconnection and reconnection costs for existing fixtures and fittings e.g., cooker, washing machine and other plumbing.
- Redirection of mail for up to 3 months.
- loss of wages where time off is unavoidable due to displacement
- cost of moving and re-erecting aerials and satellite dishes
- new school uniforms if children need to change school and associated costs
- refitting alarms
- help towards the necessary costs of redecoration
- kennelling of pets
- Any exceptional costs such as (i.e., travel if the accommodation is significantly out of area).
- If in hotel accommodation, we would offer a goodwill gesture of £10 per person per day towards sundry costs.
- If a customer is staying with friends or family, we would offer a goodwill gesture of £10 per person per day towards sundry costs.

Part 6

Changelog

Amended date	Summary of changes	Version №