

Policy Name	Decant Policy
Policy Category	Asset Management
Policy Number	AM002
Officer Responsible	Director of Asset Management
Scottish Housing Regulator Standard	1, 2, 3, 4
Equality Impact Assessment Completed	March 2026
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1.0 Introduction

- 1.1 There may be occasions where Lochaber Housing Association (LHA) tenants are required to move out of their home to allow emergency repairs to take place or to allow planned improvement work to be carried out, where the works would make the property unsafe or unfit to stay in.
- 1.2 An Emergency Decant is where residents must be moved out of their home due to the home becoming temporarily uninhabitable or when an unexpected event has occurred with no notice, e.g. fire, flood, lack of services.
- 1.3 A Temporary Decant is when a tenant is moved temporarily from their home in order to permit a repair, an improvement or an adaptation to be completed and where we expect the resident to return to their home (original property).
- 1.4 A Permanent Decant is when a tenant is moved out of their property and there is no intention to return them to their original property due to demolition or disposal where there is no option to return.
- 1.5 This policy outlines Lochaber Housing Association's approach when tenants require to be moved in these circumstances, and the arrangements that will be put in place when a tenant is required to move ('decant') to another property.
- 1.6 This policy applies to Lochaber Housing Association tenants. It does not apply to Sharing Owners as we have no legal responsibility to rehouse people in this tenure.

2.0 Legislative and Regulatory Framework

- 2.1 In the application of this policy, Lochaber Housing Association will comply with the following legislative and regulatory requirements:
 - 2.1.1 Section 11 (9) of the Housing (Scotland) Act 2001 stipulates that a decanted tenant will continue to enjoy full tenancy rights whilst in temporary accommodation. The tenant also remains bound by the terms and conditions of their original SST.
 - 2.1.2 Sections 5.11 and 5.14 of the Scottish Secure Tenancy Agreement details the contractual obligations of both the tenant and landlord in relation to decant requirements.
 - 2.1.3 The Scottish Housing Charter outcomes and standards:

- 1 – Equalities
- 4 – Quality of Housing
- 5 – Repairs, Maintenance and Improvements
- 13 – Value for Money

2.1.4 Regulatory Standards:

Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.

Standard 2: The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.

Standard 3: The RSL manages its resources to ensure its financial wellbeing while maintaining rents at a level that tenants can afford.

Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

2.1.5 Relevant Policies:

- Repairs and Maintenance Policy
- LHA Data Protection Policy
- Compensation Policy

3.0 Aims

3.1 This policy aims to ensure that Lochaber Housing Association provides an efficient housing service that complies with its landlord obligations in the respect of decants, home loss and disturbance payments or compensation.

3.1 The aims of this policy are:

- to minimise the duration, disturbance and associated costs with decanting tenants;
- to manage decants fairly, efficiently and transparently; and
- to cause the least disturbance to tenants who are required to decant from their home.

4.0 Objectives

4.1 The objectives of this policy are:

- To meet legal and regulatory requirements;
- To provide clear information on our approach to decanting of tenants;
- To ensure there is clear and timely communication throughout the decant process including information on the applicability of any home loss and disturbance payments.

- To carry out any decant programme in an efficient and co-ordinated manner offering, where possible, equivalent decant accommodation and ensuring disturbance to tenants is kept to a minimum
- To manage decant proceedings in an efficient and customer focussed manner.
- To minimise the period of time that our tenant is absent from their tenancy.
- To cause the least possible disturbance to our tenants who are required to decant from their home.

5.0 Approach and Method

5.1 Decant Resulting From Tenants' Actions

5.1.1 Where the need to decant a tenant arises as a direct result of a tenant's actions (or those of a member of their household), the association may seek to recover some of its reasonable costs associated with the decant through a recharge.

5.1.2 Examples where a tenant (or member of their household) has caused or contributed to the need for the decant may include:

- Deliberate fire raising, or fire starting because of negligence;
- Deliberate flooding, or flooding because of negligence;
- An alteration carried out by the tenant (with or without approval) which has caused damage to the property.

This list is not exhaustive.

5.1.3 Action taken by the tenant (or member of their household) which results in damage or deterioration of the property may be a breach of their tenancy agreement and may result in the Association taking legal action to recover the property. We would also not normally offer hotel or temporary accommodation in this circumstance.

5.2 Decant Process

5.2.1 Lochaber Housing Association will follow a defined process to ensure that the decant process is completed efficiently and in a person-centred way. This is detailed in the Association's internal procedures, with the main steps outlined below.

5.2.2 The first step is contact with the affected tenant(s), informing them of the decision to decant and the reasons behind it, such as emergency repairs, major repairs, or health and safety concerns.

5.2.3 A risk assessment will be carried out by the housing management team to gather information on the tenant's specific needs including any medical needs, vulnerabilities, mobility issues and household composition. This assessment is to ensure that suitable alternative accommodation is sourced where possible.

- 5.2.4 We want to work with tenants as much as possible where a decant is needed. However, if a tenant refuses to move when a decant is necessary, we will take legal action to require the tenant to move. We will always make sure that we make at least one reasonable offer of accommodation to the tenant before going to court. We will try to make an offer as near to the tenants' specified criteria as possible, however the offer will depend on the options available to the Association at the time.
- 5.3 Decant Accommodation
- 5.3.1 The preferred option is for tenants to be decanted to an LHA property, but we recognise that scarcity of available accommodation locally can mean that this is not an option. We also work with the Highland Council to maximise available options where possible. If LHA accommodation is not available, and works cannot be delayed, we will source hotel or temporary furnished accommodation for the tenants. Lochaber's status as a tourist destination can make this challenging, particularly during the holiday season, and although every effort will be made to source accommodation, we acknowledge that the realities of the local market may result in a delay in preferred accommodation.
- 5.3.2 LHA cannot guarantee that any available accommodation will be suitable for pets. This means that a reasonable offer of accommodation may not be pet friendly and in these circumstances, it is the responsibility of the tenant to make suitable arrangements for the care and accommodation of their pets for the period of the decant.
- 5.3.3 Tenants will be asked to sign a Decant Agreement (Appendix 1). The tenant's original tenancy will not be affected by the move to decant and will continue. The tenants will remain liable for paying rent and Council Tax on their original tenancy. Payment of utilities will be adjusted to take into account any utilities usage by contractors. Other expenses such as TV licence, internet and broadband can be transferred over to the temporary accommodation - if appropriate - by the tenant contacting their providers.
- 5.3.4 In general, tenants are required to move to decant accommodation only as a result of significant and disruptive works being required in their permanent accommodation. As such, LHA reserves the right to secure the accommodation and restrict access, noting that there should normally be no belongings left in the property prior to the commencement of works. This does not affect the tenant's rights relating to their original tenancy, but may be required to protect the health and safety of the tenant and the contractor. In exceptional circumstances, where belongings have been stored in the property with the agreement of LHA, we will make every effort to facilitate safe access for the tenant, subject to dynamic risk assessments.
- 5.3.5 Decant accommodation is provided solely for the purpose of temporary accommodation during the period of works being completed on the tenant's permanent home. This means that the tenant will not be able to stay in the decant accommodation permanently. Where the decant property is an LHA property which will be let at the end of the decant period, it will be allocated as normal under the terms of the Allocations Policy, and preference will not

be given to the tenant in the decant accommodation by virtue of them being temporarily resident in the property.

- 5.3.6 A breakdown of liabilities associated with the decant property and the permanent tenancy is provided at Appendix 2.
- 5.4 Contents Insurance
- 5.4.1 Lochaber Housing Association is responsible for ensuring that its properties are insured, but this buildings insurance does not cover tenants' contents, either in their permanent property or temporary decant accommodation. Tenants are strongly advised to take out appropriate contents insurance, and to ensure that it provides cover while they are in the decant accommodation.
- 5.4.2 LHA's buildings insurance does not cover the cost of replacing any floor or wall coverings damaged and this is the responsibility of the tenant to claim via their contents insurance.
- 5.5 Rent and Payments
- 5.5.1 Tenants moved to decant accommodation continue to be responsible for paying rent on their permanent property, including contacting Highland Council where they are in receipt of Housing Benefit/updating their journal where they are in receipt of Universal Credit to advise that they have moved into decant accommodation. They also continue to be liable to pay Council Tax on their permanent property.
- 5.5.1 The tenant will be liable for utilities at their decant accommodation from the date of entry, and Lochaber Housing Association will be liable for utilities at the tenant's permanent property for the duration of the decant period. LHA will arrange for meters to be read at both properties on the day of the move, and will contact suppliers advising the tenant is moving from their permanent property to the decant accommodation. More detailed information on tenant and LHA responsibilities is given at Appendix 2.
- 5.5.2 LHA will arrange and pay for removal of furniture and belongings from the tenant's permanent property to the decant property and/or storage where required. This will be recouped from any insurance claim. This will include insurance costs associated with the removal.
- 6.0 Compensation and Disturbance Payments**
- 6.1 The Home Loss payment is set by law under the Land Compensation (Scotland) Act 1973 and is currently set at £1500 per household. It is a mandatory payment that may be due in specific circumstances, as set out by the Act.
- 6.1.1 A tenant may only qualify to receive the payment if they are required to permanently move from their property as the result of any of the following events:
- Compulsory acquisition of the property by a body with compulsory purchase powers.

- Demolition, improvement or closing order under the Housing (Scotland) Act 1987.
- The development of land acquired by an authority with compulsory purchase powers.
- Improvement or redevelopment by a Registered Social Landlord.
- Demolition of a dangerous building.
- A Court Order for recovery of possession proceedings by a Registered Social Landlord, with suitable alternative accommodation being available to the tenant (Ref Paragraph 10 of Part 3 of Schedule III of the Housing (Scotland) Act 1987). This only applies to claimants with secure tenancies.

6.1.2 In addition, to qualify the tenant must meet the following criteria:

- They must have occupied the property as their only or principal home for at least one year prior to displacement;
- The move must be permanent;
- The claimant must have a Scottish Secure Tenancy Agreement (SST), be a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981, or any person with any "interest in the dwelling house".

It is the responsibility of the tenant to make the claim, and it should be made before the expiration of the period of 6 months beginning with the date of displacement.

6.2 The association may also make discretionary payments, to compensate for the 'reasonable expenses' associated with moving house. There is no statutory provision for the amount of discretionary payments, and the association will assess in accordance with the particular situation that arises.

6.2.1 Examples of reasonable expenses are:

- Disconnecting/connecting services (gas/electric/telephone)
- Moving furniture and fittings
- Secure storage of items that cannot be moved to the decant property where this is required
- Moving appliances. It is the tenant's responsibility to ensure that their appliances meet the existing legal standards for safety. If they do not, then our contractors will not be able to reconnect appliances
- Mail redirection for a maximum of 3 months where required.

6.2.2 While we will take all reasonable steps to ensure that disruption to the tenant is minimised, it is recognised that a relocation, by its nature, will inconvenience the tenant. To compensate for this, we will make a flat rate payment of £100 when the tenant moves out, and a further flat rate payment of £100 when the tenant returns.

7.0 Complaints and Appeals

7.1 Where a tenant is unhappy with the Association's service or the conduct of a member of staff, they may make a complaint through the Association's complaints policy. A copy of the complaint's procedure is available from the Association, on request.

8.0 General Data Protection Regulations

- 8.1 The organisation will treat personal data in line with our obligations under the current data protection regulations and our own data protection policy. Information regarding how personal data will be used and the basis for processing personal data is provided in the LHA Group's privacy notices.
- 8.2 This policy can be made available in other formats, for example in large print, audio format or Braille, the document may also be available in other languages, in full or summary form, as appropriate.

9.0 Equality, Diversity, and Inclusion

- 9.1 This policy reflects the Association's commitment to meeting our equality obligations in advancing equality, promoting good relations between protected characteristics, and eliminating discrimination in the way we provide our services. It also aims to reflect our commitment to considering the Equalities and Human Rights impacts of what we do as an RSL.
- 9.2 The Association assesses and reviews where appropriate new and revised policies and procedures, and an Impact Assessment is available to support this policy.