



Decant Policy

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1. Introduction

This policy describes the approach of New Gorbals Housing Association (NGHA) and New Gorbals Property Management (NGPM) when tenants are required to move from their home on a temporary basis due to unforeseen circumstances, such as.

- A property is uninhabitable (for example due to fire or flood).
- Work requires to be undertaken that will create an unsafe environment for the household.
- Products require to be used that would create an unsafe environment for the household.

Our Decant Policy aims to ensure that an effective service is provided to our tenants who will be absent from their home for a period of time to allow for corrective works to be carried out. This policy will outline any payments that can be made to tenants as part of the decant process.

2. Aims & Objectives

Aims

- To minimise the number of occasions on which it is necessary to decant a tenant from their home to complete work.
- To minimise the period of time for which a tenant is decanted from their home, returning them as soon as practically possible.
- To manage decant proceedings in an efficient and equitable manner.
- To cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis.
- To maximise tenant satisfaction with the process of decant and return to their home.
- To minimise decanting costs for the Association.

Objectives

- To ensure the Association meets legal requirements.
- Providing assistance to residents who are required to move and managing and arranging the move in a responsible manner.
- Ensuring that accommodation is provided with similar adaptation's where an individual has needs and their existing home has been specially adapted.
- In situations where there is clear evidence of financial hardship caused by the move interim payments will be considered.

3. When to Decant

We will consider decanting a tenant to temporary accommodation when:

- An event or incident has rendered the property uninhabitable.
- 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 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.
- We are satisfied that the work would be carried out more efficiently, effectively and safely if our tenant was living elsewhere and removes our tenant and any household members from risk of injury or harm.

Decant Decision

The decision to decant our tenant will be determined by the Maintenance Department, supported by colleagues in Housing Services if necessary. Each case will be assessed on its own merit.

Items being stored in tenant's home

If the works are restricted to specific areas in the property, we will discuss with our tenant removing all items from the room(s) requiring treatment and storing these in another unaffected room.

Decant and return arrangements

Where possible our decant property will be fully furnished. Normally, we will arrange and pay for the decant and any return arrangements. This will be by direct payment by us to contractors or allowances to our tenant for the following:

- Furniture removal and storage.
- Disconnecting and reconnecting cooking facilities.
- Disconnecting and reconnecting washing machine.
- Mail redirection.

4. Decant Resulting from Tenants Actions

The Association distinguishes between decant situations where a tenant (and household) is required to decant following action or omission by the tenant (or a member of their household) which have required the tenant (and household) to be decanted and situations where the tenant (or a member of their household) has not taken action, or omitted to take action requiring a decant, for example:

- The tenant (or a member of their household) has caused or contributed to the need for decant:
- Deliberate fire raising within their own home or fire starting because of negligence
- Deliberate flooding of their own home or flooding because of negligence
- Alteration carried out by tenant (whether approved by Association or not) has caused damage to the property.

The above is not a complete list, only examples. Other situations may be those where action or omission by the tenant or a member of their household results in a decant.

Actions taken by the tenant (or a member of their household) which result in damage or deterioration of the property may be a breach of the Conditions of Tenancy and may result in the Association taking action to recover the property through legal action.

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

5. Temporary Accommodation Options

We will seek to minimise disruption to our tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to our 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 to stay with relatives and friends during the works. If this option is not possible then the other types of temporary decant accommodation available are:

- An association property
- Another registered social landlord property (RSL).
- Staying with relatives or friends
- Emergency accommodation provided by local authority (this will mainly occur due to a major incident such as a flood, fire and or gas leak).
- Hotel accommodation (this option is not available where decant is required because of a tenant's actions or omissions)

In exceptional circumstances, we may consider providing hotel accommodation for short stays until alternative suitable accommodation is found.

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 because of an emergency such as flood, fire or any other disaster.

As a result, the local authority must offer temporary accommodation to our tenants and their families who are unable to remain in their homes because of a large-scale emergency issue, for example fire. In such circumstances we will liaise and work closely with Glasgow City Council's Resilience Team.

6. Accommodation Criteria

The Association will prefer that tenants move to an Association property while work is completed however if such accommodation is not available and the work cannot be delayed until it is, the Association will make hotel accommodation available for the period. The standard of accommodation provided will be "Travelodge" type budget

hotel accommodation. Hotel accommodation will not be offered where tenant's actions or omissions have made the decant necessary.

Where a tenant is staying in a hotel or other accommodation with no cooking or laundry facilities the following additional payments may be made:

- Allowance per adult (per day) = £15
- Allowance per child under 16 (per day) = £10

The type of the property that is available and the duration of the period of decant will determine the issues to be addressed during decant at both the original and the decant address. Where the Association's own accommodation is to be used, the property should be thoroughly cleaned and cleared and be at the Lettable Standard before use.

The criteria for accommodation to be provided by the Association is as follows:

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

Accommodation will be allocated according to the tenant's needs which will be assessed by.

- Apartment size according to confirmed family complement.
- Location for specific reasons, such as work or school
- Tenant's stated preference

Properties will be wind and watertight. Due to the low turnover of stock in particular areas within the Association's stock, accommodation from other landlords may be utilised where there is a shortage.

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

7. Remaining in the Decant Property

The Association will consider favourably, a request to remain in the decant house under the following circumstances

Where the tenant meets the transfer eligibility criteria detailed in the Association's Allocations Policy; or

- Where it is deemed by the Head of Housing to be equivalent in type and demand as the tenant's permanent home; or
- Where the property is not equivalent but there are exceptional reasons that the tenant should be permitted to remain in the decant property, the Head of Housing will determine whether to grant a Strategic Needs Transfer; and
- Where the decant property is not required as part of an ongoing decant programme; and

- Where the decant property has not already been pre-allocated to another tenant or applicant who has received a formal offer for the property or who cannot be allocated another property that equally suits their needs; and
- Where the tenant makes a request to remain in their temporary decant accommodation before the move takes place; or makes such a request before any work relating to their specific needs has been instructed to their original home; or
- Where the tenant makes a request to remain in their temporary decant accommodation after moving and the original house is suitable for re-letting once the major works have been completed.

Tenants who have been given permission to remain in their temporary decant accommodation or who decant permanently to another home will enter into a new Scottish Secure Tenancy Agreement for this home.

8. Charges During Decant

The Association will try to decant tenants into a similar size of property to their permanent home. Tenants who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet the rental obligations and Council Tax charges during the period of decant.

9. Insurance

Where the need for repair 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

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.

Tenant Home Contents Insurance

We promote house content insurance to all our tenants and factored owners.

We include information on house content insurance, including a policy schedule and application form, in all our new tenant sign-up packs. We also promote house content insurance on our website and in our newsletter.

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.

10. Legislative Framework & Policy Context

We are regulated by the Scottish Housing Regulator (SHR). Their Regulatory Framework sets out seven Standards of Governance and Financial Management.

Relevant to this Policy are elements under 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 well-being, while maintaining rents at a level that tenants can afford to pay.
- **Standard 4:** The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

Scottish Social Housing Charter

The Charter sets out the standards and outcomes for all social landlords when performing their wide range of activities. The Association will comply with the following Scottish Social Housing Charter requirements most relevant to this policy:

- **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, meet the Scottish Housing Quality Standard (SHQS) when they are allocated, are always clean, tidy and in a good state of repair; and meet the Energy Efficiency Standard for Social Housing (ESSH) by December 2020
- **Outcome 5:** Repairs, Maintenance and Improvements – Tenants' homes are 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.

11. Key Association Policies

Complaints

Although we are committed to providing high levels of service, we accept that there may be occasions where a service user may not be satisfied with the service received

from the Association. Any person looking to make a complaint can find out more about how to do so by following this link [Complaint Handling Procedure](#).

Ethical Conduct

The Association is committed to the highest standards of ethical conduct and integrity in all its activities both our Management Committee and staff must adhere to our Code of Conduct, which can be found by following the links above.

Data Protection

We will comply with the provisions of the Data Protection Act 2018, which gives individuals the right to see and receive a copy of any personal information that is held about them by the Association and to have any inaccuracies corrected. You can find out more about how we manage personal data [here](#).

Equality, Diversity and Inclusion

NGHA aims to promote equality and diversity and operate equal opportunities policies which inform all aspects of its business. To find out more please see the following link [Equality, Diversity and Inclusion Policy](#).