

T3 Residential Limited

Decant Policy

1 Introduction

- 1.1 This policy sets out the approach taken by T3 Residential Limited (“**T3 Residential**”) for relocating customers when their homes become uninhabitable, either temporarily or permanently. The aim is to minimise stress, protect tenancy rights, and ensure compliance with legal and regulatory requirements, including Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Hazards in Social Housing Regulations).

2 Legal and Regulatory Responsibilities (not exhaustive)

- 2.1 This policy complies with relevant legislative and regulatory requirements set out in the following:
- Land Compensation Act 1973 updated by the Home Less Payments (Prescribed Amounts) (England) Regulations 2015;
 - Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025;
 - Homes (Fitness for Human Habitation) Act 2018;
 - Regulatory of Social Housing’s Safety and Quality and Tenancy Standards;
 - Landlord and Tenant Act 1985;
 - Defective Premises Act 1972;
 - Environmental Protection Act 1990;
 - Housing Act 2004 (Decent Homes Standard);
 - Housing Health and Safety Rating System (“HHSRS”); and
 - Landlord and Tenant Act 1985.

3 Scope

- 3.1 This policy applies to all tenants living in T3 Residential homes.
- 3.2 All household members, including children who regularly stay overnight, are considered under this policy.
- 3.3 This does not apply to transfers, mutual exchanges, or voluntary tenancy terminations (see Allocations and Lettings Policy, Transfer and Mutual Exchange Policy, or Tenancy Policy for these scenarios).

4 Circumstances for Decanting

- 4.1 A temporary decant is where a tenant and their household temporarily move to alternative accommodation for a period with the intention to return to their main home.
- 4.2 This can be in the case of:
- An emergency or ‘trigger events’ like fire, flood or storm;
 - The identification of significant or emergency hazards like damp and mould as identified in the Hazards in Social Housing Regulations; or
 - For major repairs or refurbishment.
- 4.3 A permanent decant is identified as where a tenant and their household need to move permanently to alternative accommodation and have no right to return to the property. This option is applied in the case of property disposal, redevelopment or due to strategic projects.

4.4 Tenant views, recommendations from emergency services or health professionals and recommendations from the Heads of Facilities Management and Health and Safety are considered before deciding to decant.

4.5 For the purposes of this policy reference to tenant includes both tenants in the case of a joint tenancy.

5 Decanting process

5.1 Person centric approach

5.1.1 Each decant case will be handled individually and considered on a case by case basis, respecting the circumstances of the tenant and the main household.

5.1.2 Tenants' views, needs and preferences will be taken into account as far as possible.

5.2 Communication

5.2.1 A communication plan will be agreed with tenants, including clear points of contact and regular updates about timescales, progress and any changes. We will give tenants as much notice as possible about the dates to move.

5.3 Arranging Alternative Accommodation

5.3.1 To arrange alternative accommodation an assessment of need will be undertaken for the main household to assess requirements for example location, size, accessibility

6 Type of Accommodation

6.1 Emergency decant – in the cases of an emergency decant where an immediate move is required within 24 hours due to a health and safety risk. Accommodation may be in a hotel, bed and breakfast, respite centre or space, local authority temporary accommodation or staying with family or friends. It is intended that this would be used in case of an emergency and for short periods, ideally less than 14 days.

6.2 Temporary decant for major repairs, refurbishment or investigation work where it is intended that the tenant will return to their main home after works or investigations are completed.

6.3 Accommodation may be in another property that we own and manage or with the tenants family or friends. It is intended that this temporary move would be for a longer period and for at least 15 days.

6.4 Permanent decant – in cases where the tenant needs to move due to redevelopment or disposal of their home and they would have no right to return to the property. In these cases, we will work with the tenant and their household to find suitable, alternative accommodation. This may be with another registered provider.

7 Accommodation Standards

7.1 Alternative accommodation must be suitable for the household's needs (space, accessibility, location, facilities, adaptations).

7.2 Pets and belongings will be considered, with support for storage and pet care if needed, in the case of a temporary decant.

8 Timing

- 8.1 Where it is identified that a temporary move is required due to an emergency hazard the temporary decant will be within 24 hours if safety work cannot be completed.
- 8.2 Where safety work cannot be completed with the specified timescales in the Hazards in Social Housing Regulations, a temporary decant may need to be arranged.
- 8.3 Where the move is due to major works or refurbishment, or is a permanent move due to disposal or redevelopment, there are longer timescales enabling us to work with the tenant(s) to find suitable accommodation and agree timescales to minimise the impact of the disruption.

9 Temporary Decant

- 9.1 Assistance will be provided to tenants, as required, to support them to move in the circumstances of a temporary decant. This may include assistance with packing or moving, or funding to pay for the move, disconnection and reconnection of appliances. This list is not exhaustive or guaranteed, each case will be assessed on its own merit.
- 9.2 In the case of a temporary decant, the temporary home will be provided with floor and window covering as required.
- 9.3 Tenants are advised to check their contents insurance for coverage during the decant period.
- 9.4 For temporary moves, tenants may be required to sign a temporary occupancy agreement whilst retaining their tenancy on their main home.
- 9.5 For the period of the decant, the tenant will pay rent on their main home only, no charge will be applied to the temporary accommodation, as long as the tenant and their household are there with the agreement of T3 Residential. They will also be responsible for the Council Tax at the main home only.
- 9.6 The tenant will pay utility bills at the decant property and we will pay the bills at the main home during the period that we are carrying out works and investigations.
- 9.7 Where tenants are staying with family or friends during the period of the decant, we will pay a weekly allowance of £500 pw for family and £250 pw for single or couple.
- 9.8 All properties used for a temporary decant will meet the requirements prescribed in our Void Management Policy.
- 9.9 All tenants will be expected to continue to comply with the terms of their tenancy agreement during the period of the decant.
- 9.10 If a property needs to be temporarily vacated due to the tenant's actions, we may or may not arrange for suitable alternative accommodation or we may recharge the tenant for all costs incurred. We will consider each situation on a case by case basis taking into account any diverse needs of the tenant and their household.
- 9.11 When the main home is ready for the tenant to return, they will be invited to view the property prior to returning to ensure that they are satisfied that any repairs issues they had have been addressed. Any outstanding issues or areas of concern should be discussed with us and actions will be agreed.
- 9.12 The return date will then be agreed and this will be as soon as is practicably possible.
- 9.13 We will provide support and assistance with the return in line with the assistance given throughout the decant.

- 9.14 We will minimise the time that it takes for the work to be completed to allow for the tenant to return to their home as soon as possible.
- 9.15 Where the tenant refuses to return to their main home, we may take legal action to ensure that the move takes place.
- 9.16 If it is not necessary for the tenant to remove all their possessions from the property for the work to be carried out, they may leave some items in a room and a lock will be fitted and a key provided to the tenant only. Where possible, contractors will not have access to the room during the works. Tenants will be advised not to leave items of value on the premises for their own peace of mind.
- 9.17 Tenants wishing to access the property during the period that the repairs are being undertaken will need to confirm with us that it is safe to do so and they should be accompanied by our contractor or our representative, for their safety.
- 9.18 For [HHSRS hazards under the Hazards in Social Housing \(Prescribed Requirements\) \(England\) Regulations 2025](#), tenants can refuse or cancel a decant at any time. In the event of this happening, we will liaise with the tenant to allow for the work to be carried out and completed, as far as is safely practicably possible.

10 Permanent Decant

- 10.1 When a tenant is required to move permanently, they will be entitled to the one-off statutory home loss payment which is designed to compensate for inconvenience for those losing their home. The amount is set and reviewed by the government.
- 10.2 They will also be entitled to a disturbance payment paid as for reasonable expenses incurred by the tenant in moving home. This disturbance payment is agreed between us and the affected tenant(s).
- 10.3 We will pay home loss and disturbance payments where the law requires us to do so.
- 10.4 We will not pay home loss or disturbance payments if you are a lodger or if you have a licence to occupy or if you have been in your home less than twelve months.
- 10.5 In the case of a permanent transfer to another of our properties, the tenancy signed at the new home will have no less security of tenure than the previous tenancy.

11 Legal action

- 11.1 If it is necessary, reasonable, and proportionate, we may pursue legal action to meet our repair responsibilities or to gain possession of a property in order to carry out works under this policy, particularly if a tenant is unwilling to cooperate.

12 Equality, Diversity and Inclusion

- 12.1 We will take a tenant's and their households circumstances into account when making decisions about the appropriateness of a decant and the alternative accommodation offered.
- 12.2 We will work with support services supporting the tenant or a household member to ensure decisions made are reasonable and proportionate and safeguard the wellbeing of the tenant and their household members.

13 Policy Review

13.1 The board is responsible for ensuring this policy is kept up to date, implemented within the organisation and monitored and evaluated.

13.2 The policy will be reviewed every two years or more frequently as a result of an incident occurring, feedback obtained, internal/external audits and change in legislation or regulation. This process ensures the policy continues to be appropriate, adequate and effective.

14 Background Documents

14.1 This policy should be read in accordance with the following policy documents:

- Allocations and Lettings Policy;
- Tenancy and Tenure Policy;
- Tenancy Verification Policy;
- Damp and Mould Policy;
- Health and Safety Policy;
- Repairs and Maintenance Policy; and
- Tenancy and Tenure Policy.

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