# Decant Policy

## October 2026

## Owner: Lettings Portfolio Holder – Neighbourhoods

| Version No. | Purpose/Changes | Approval Date | Approved By | Suggested Review Date |
|---|---|---|---|---|
| **9.0** | **Update to align to Awaab's Law** | **30/10/2026** | **Leadership team** | **2029/2030** |
| 8.0 | Update to reflect recommendations in Housing Ombudsman determination | 09/05/2024 | HoST | May 2027 |
| 7.0 | Annual review following full review | 10/08/2023 | HoST | August 2026 |
| 6.0 | Full review following org review | 23/08/2022 | Community Voice | August 2023 |
| 5.0 | Health check | 01/02/2018 | HoST | February 2021 |
| 4.0 | Update | December 2014 | HoST | August 2018 |
| 3.0 | Health check | 03/09/2014 | Heads of Service team | August 2017 |
| 2.0 | Full review | 05/03/2012 | Operations Committee | March 2013 |
| 1.0 | New policy | 01/11/2010 | Operations Committee | November 2012 |

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## 1. Our policy...

1.1 There may be times, for safety reasons or to avoid excessive disruption to the household, when we ask our tenants (and those who live with our tenants) to move from their home to another one either temporarily or permanently. We call this 'decanting'.

1.2 Sometimes, unforeseen emergencies occur that we have no control over, In these instances, it may be necessary to decant our tenants (and those who live with them) for a short period of time.

1.3 Where Awaab's Law applies, we will provide suitable alternative accommodation at Ongo's expense as required by legislation and within the relevant statutory requirements.

1.4 Decisions about alternative accommodation will be made as soon as it becomes apparent that Ongo is, or is likely to be, unable to complete the relevant safety work within the applicable initial remediation period. Ongo will not wait for that period to expire before beginning arrangement for suitable alternative accommodation.

1.5 There are several reasons a decant may be required:

- Where an unexpected event has caused a property to become uninhabitable, for example a fire or flood or another emergency incident
- Where Awaab's Law requires alternative accommodation to be provided
- When structural work is required that may raise health and safety or wellbeing concerns
- When works are in progress and the property cannot be secured overnight
- When vital facilities such as hot water/heating/toilet and bathing facilities will be unavailable for prolonged periods
- Pre-planned major improvement works, demolition or de-commissioning of current home, can result in need for long term or permanent move being necessary

## 2. It applies to...

2.1 This policy applies to Ongo tenants who are required to leave their home temporarily or permanently as a result of works undertaken by Ongo. Whilst this policy does not apply to leaseholders, Ongo may, at its sole discretion, consider providing support to leaseholders who are similarly affected by such works. Any support offered to leaseholders will be determined on a case-by-case basis, taking into account the individual circumstances, the nature and impact of the works, and any relevant legal or contractual obligations.

## 3. Because we want to...

3.1 The aims of this policy are to make sure that:

- The health, safety and housing needs of our tenants and their households are considered at all times

- Disruption and inconvenience are kept to a minimum for our tenants, and their household
- Our tenants and their households are appropriately supported and kept informed for the duration of the decant

## 4. We will...

4.1 We will assess all cases individually, taking our tenants and their household's personal circumstances into account when deciding as to whether a decant is required. When coming to a decision, we will consider the following:

- Where an investigation identifies a significant or emergency hazard covered by Awaab's Law and the statutory timescales applicable
- The expected duration of the works
- If any services will be unavailable and what they are
- The level of disruption, inconvenience, noise, dust and other health, safety and wellbeing risks
- The needs of the tenant and their household members to ensure suitable accommodation is provided

4.2 Wherever possible, if a decant is required, we will give our tenants at least 2 months' notice to ensure they are able to prepare. This will not be possible in the case of emergency decants.

4.3 Ongo will make reasonable adjustments where required and will take account of any vulnerability, disability, medical condition, caring responsibility or other support need when planning and managing a decant.

4.4 **Awaab's Law and emergency decants**

4.4.1 We will comply with the requirements of Awaab's Law and the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 when responding to significant and emergency hazards within our homes.

4.4.2 Where an investigation identifies a significant or emergency hazard covered by Awaab's Law, we will take appropriate action to make the home safe within applicable statutory timescales. Where an investigation identifies a significant or emergency hazard within the scope of Awaab's Law, and Ongo is or is unlikely to be able to complete the revelvant safety work within the applicable remediation period, we will secure the provision of suitable alternative accommodation for the tenant's household at no cost to the tenant.

4.4.3 When determining suitable alternative accommodation, we will consider the circumstances and needs of the household, including any known vulnerabilities, disabilities, health needs and other relevant requirements.

4.4.4 We will keep tenants informed throughout the process, including the action being taken to address the hazard, arrangements for alternative accommodation where required, and when it is safe for them to return to their home.

4.4.5 Alternative accommodation provided under Awaab's Law will remain available until the relevant safety work has been completed and the home is safe to occupy or where another requirement detailed in legislation brings the requirement to an end. Ongo will explain and record the reason where accommodation is brought to an end or has been made safe, in accordance with the applicable legal requirements.

4.4.6 Decision, communications and actions relating to the decant will be appropriately recorded to demonstrate how Ongo has responded to the identified hazard and met its statutory obligations.

4.5 **Emergency hazards**

4.5.1 Where an investigation identifies an emergency hazard within the scope of Awaab's Law, or where immediate precautionary accommodation is otherwise required to protect the household, Ongo will act without delay. Where Ongo is unable or unlikely to be able to complete the relevant safety work within 24 hours, Ongo will secure the provision of suitable alternative accommodation for the tenant's household at no cost to the tenant.

4.5.2 For any other significant health and safety concerns falling outside of Awaab's Law, that require urgent action and it is not safe or reasonable for the household to remain in the property, or an emergency situation that requires occupants to leave their home immediately, Ongo may need to provide emergency accommodation at short notice to ensure the immediate safety of the tenant and their household.

4.5.3 In an emergency, Ongo may initially use short-term accommodation whilst suitable alternative accommodation is secured. Any immediate placement will be subject to an urgent assessment of safety and household's essential needs Ongo will not treat accommodation as suitable where it does not meet essential accessibility, medical, welfare or household requirements. Where an immediate placement does not fully meet the assessed needs of the household, Ongo will take prompt steps to secure suitable alternative accommodation.

4.6 For a decant under Awab's Law, the household will be identified in accordance with the applicable Regulations. This includes relevant household members normally residing in the home and, where the statutory conditions are met, a child who normally stays overnight at least once each week.

4.7 We will keep our tenants informed of progress throughout the duration of the works providing regular updates as agreed.

4.8 We will arrange and provide temporary accommodation for the duration of the repairs to the property. We will work with the relevant Local Authority, other registered provider or another accommodation provider to source suitable accommodation for emergency situations.

4.9 Where duty arises under Awaab's Law, Ongo remains responsible for securing the provision of suitable alternative accommodation at no cost to the tenant.

4.10 We will only offer alternative accommodation that meets the essential needs of the tenants and their households, this will be following assessment and will be recorded. Essential needs may include, but are not limited to:

- Household size and composition
- Medical and mobility requirements
- Disability adaptations
- Health and safety considerations
- Access to carers or support networks where appropriate
- Welfare needs of dependent children
- Any pets in the home

4.11 If a tenant refuses offers of accommodation that meets their essential needs, we may commence legal proceedings to remove the tenant (and their household) from the property. The offer and suitability assessment will be recorded and the reason for refusal. Where the offer constitutes suitable alternative accommodation for the purposes of Awaab's Law, the effect of the refusal will be considered in accordance with the Regulations. Any decision to commence legal proceedings will be made separately, taking account of the circumstances, proportionality, legal advice and the safety of the household.

4.12 Where possible the tenant's belongings will remain in the permanent home. When this is not possible storage will be arranged.

4.13 Where a longer term decant will be required, we will aim to arrange alternative accommodation from within our own stock where possible.

4.14 Tenants will not usually be able to access their home during the time of the temporary decant. This is to ensure the health and safety of the tenant and their household and also to ensure the progress of the works being carried out is not impacted. In exceptional circumstances access may be considered if safe and practical to do so and only in consultation with the contractor and Ongo.

4.15 We want to minimise inconvenience and / or financial loss as a result of the disturbance. Each case will be assessed on individual circumstances.

4.16 Where a decant is a result of an incident that may lead to an insurance claim, Ongo's Insurance team will be notified at the earliest opportunity. The Insurance team will conclude whether the insurance provider should be notified and whether a claim will subsequently be made.

4.17 We may be able to cover costs for alternative accommodation, storage of contents and the cost of accommodating domestic pets.

4.18 Where Awaab's Law requires Ongo to secure suitable alternative accommodation, that accommodation will be provided at no extra cost to the tenant and will not be

conditional upon insurance cover or recovery. Ongo may separately pursue an insurance claim where applicable. The treatment of other incidental costs, including storage, removals and arrangements for domestic animals, will be determined under the relevant compensation, insurance and decant procedures, subject to any legal obligations.

4.19 **Planned Permanent Decant**

4.19.1 If a planned permanent decant is required, tenants will be given priority for all properties they are eligible for in line with the appropriate CBL scheme or offered a direct match.

4.19.2 In circumstances where a Direct Let is required, in the case of two decanting tenants wanting the same property, priority will usually be given based on the length of the current tenancy except where:

- A tenant has serious extenuating circumstances e.g., terminal illness
- The property is adapted - a professional opinion will be sought to ensure the property meets the tenant's requirements

4.19.3 In circumstances where we are unable to re-house a tenant from within our stock, we will work in partnership with other housing providers & local authorities to maximise opportunities.

4.20 **Home loss payments**

4.20.1 Home loss payments are governed by the Land Compensation Act 1973 and the amount payable is fixed by statute. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move. The home loss payment is reviewed every year in October in line with the Home Loss Payments (Prescribed Amounts) (England) Regulations for the appropriate year.

4.20.2 A tenant is required to meet all the following criteria in order to qualify for a home loss payment:

- They must have occupied the property as their sole and principal home for a period of one year prior to the date of displacement
- The move must be permanent
- The tenant must be an assured tenant or any person with any 'interest in the dwelling house*'
- The tenant must be unable to move back to the property. It will not apply if a tenant could move back but chooses not to do so
- The property must be substantially different and unsuitable for the tenant after the building works have been completed

* Obtain legal advice prior to approving a home loss payment for any person who is not a tenant but states that they have "an interest in the dwelling house"

4.20.3 We will deduct from the payment any rent arrears, rechargeable repairs, court costs and any other monies that are owed to us which may include 4 weeks rent in advance for new tenancy.

4.20.4 Joint tenants share one payment between them. One payment per property is allowed.

4.20.5 Tenants can make a claim for home loss payments up to 6 years after the move and payment must be made within 3 months of claim. Homeloss payments will be processed once the former account has been terminated and rent account is finalised.

4.20.6 Where a tenant is deemed to be vulnerable, we may purchase essential household items with the tenant's prior agreement and deduct the cost from their home loss payment.

### 4.21 Disturbance payments

4.21.1 Where a tenant is required to move from their home as a result of a decant, we will consider whether they are entitled to a disturbance payment to cover reasonable expenses or financial loss incurred as a direct result of the move. Where a statutory entitlement applies, payments will be made in accordance with the Land Compensation Act 1973.

4.21.2 We may also consider reasonable costs associated with a decant where there is no statutory entitlement, taking account of the individual circumstances of the household and the nature of the move. We will aim, as far as reasonably possible, to ensure tenants are not financially disadvantaged as a direct result of being required to move.

4.21.3 The costs considered must be reasonable, directly related to the decant and supported by appropriate evidence where required. Where Ongo has arranged or paid for a cost directly, the tenant will not also be reimbursed for the same expense.

### 4.22 Licence agreements

4.22.1 During a temporary move, tenants will sign a license agreement for use and occupation for the temporary accommodation. Tenants will not be charged rent in respect of the temporary accommodation.

4.22.2 We remain the landlord and the tenant will retain existing tenancy rights and responsibilities and must continue to pay rent for the permanent home.

### 4.23 Returning home

4.23.1 Once the work is completed tenants are required to return to their existing or new permanent home.

4.23.2 Ongo will provide reasonable notice where possible when tenants are required to return to their permanent home following completion of works and will support tenants with arrangements for the move where appropriate.

4.23.3 Where a tenant is temporarily decanted, they may request that the temporary accommodation becomes their permanent home. Ongo will consider any such request and assess each application on a case-by-case basis, taking into account the tenant's circumstances, the suitability of the accommodation, stock

availability and wider housing management considerations. Approval of a request is not automatic and remains at Ongo's discretion.

4.23.4 Where a request to remain permanently in the temporary accommodation is approved, the tenancy arrangements will be amended in accordance with Ongo's Lettings Policy and relevant procedures.

4.23.5 Where a request is not approved, the tenant will be required to return to their permanent home once the agreed works have been completed and the property is available for occupation. Ongo will confirm the decision and the reasons for refusal in writing.

4.23.6 If a tenant refuses to return to their permanent home following a refusal decision, Ongo will seek to resolve the matter through discussion and support where appropriate. Where this is unsuccessful, Ongo may take legal action to enforce the terms of the licence agreement and tenancy, including applying to the court for an order requiring the tenant to return to their permanent home and/or recover possession of the temporary accommodation.

## 5. Making sure we do what we say...

5.1 The lettings portfolio holder will monitor the impact of this policy to make sure it is applied appropriately and consistently throughout the organisation.

5.2 Regular operational meetings will be held between the appropriate teams to discuss current decants and agree ways to progress where delays or issues are identified.

5.3 We will monitor decants linked to serious hazards, including damp and mould, to ensure decisions are made promptly, risks are recorded, and tenants are kept informed in line with legal and regulatory requirements.

## 6. Other things to bear in mind...

6.1 This policy also links to our:

- Decant Procedures
- Reasonable Adjustments Policy
- Compensation Policy & Procedure
- Emergency Incident Procedure
- Lettings Policy
- Choice Based Lettings Policies
- Disrepair Procedure
- Damp and Mould Policy & Procedures
- Tenancy Management Policy and Procedure

6.2 The main pieces of legislation and regulation relevant to this policy include:

- Defective Premises Act 1972
- Housing Act 1985 and 1996

- Home Loss Payments (Prescribed Amounts) (England) Regulations
- Land Compensation Act 1973
- Landlord and Tenant Act 1985
- Social Housing Regulation Act 2023
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025
- Hazards in Social Housing (Prescribed Requirements) (England) (Amendment) Regulations 2026
- Current Government Guidance on Awaab's Law

## 7. We'll look at this again...

7.1 This policy is on a three-year review cycle. If there are changes in legislation and/or regulation, or deficiencies are found we will review earlier.

## 8. What we mean...

| Reference | Definition |
|---|---|
| Decanting | A legal definition used to explain the process where tenants are required to move from their homes for the reasons outlined in section 4.1 |
| Permanent Decant | When a tenant is moved out of their property and there is no intention for them to return, or the tenant has been moved on a temporary basis and it is then agreed by all parties that the new property is more suitable for the tenant to remain in. |
| Temporary Decant | When a tenant is moved out of their property to allow work on the property to be carried out, with the intention of returning them to their property at the earliest opportunity. |