

# Northampton Partnership Homes



## DECANT POLICY AND PROCEDURE



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Name	Job Title	Date of Issue	Version
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	Rent Accounting		
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## **DECANT POLICY STATEMENT**

This Policy and Procedure outlines Northampton Partnership Homes' (NPH) approach to dealing with situations whereby a tenant(s) and their occupant(s) are required to be temporarily or permanently decanted from their property.

## **SCOPE AND OBJECTIVES**

This Policy and Procedure aims to establish the following

- The definition of decanting.
- The legislation that decanting is governed by.
- The different scenarios that make decanting an appropriate course of action.
- The process by which NPH implement the decant procedure.

A primary function of this Policy & Procedure is to provide clear guidelines to NPH employees on how to effectively manage a decant from its conception to its conclusion, which includes ensuring the tenant(s) and their occupants are considered throughout what is inevitably a difficult process for them. This will include reviewing any implications decanting may cause to the tenant's tenancy agreement and any associated Housing Benefit / Universal Credit claim.

## **DEFINITIONS**

Decanting is where a Housing Provider requires a tenant(s) to move from their home for the purpose of undertaking a major repair (including those required following a fire, flood or other disaster), improvement works, major adaptations, demolition, refurbishment or redevelopment. Decants can also be necessary when a property needs to be rebuilt or disposed of, to enable effective asset management. The move could be permanent, or it may be temporary whilst the necessary work is carried out.

Beyond their primary role of facilitating essential maintenance works, decants may also be required on occasions to permit a tenant to be temporarily transferred to a place of safety whilst further investigations take place.

## **LEGISLATION**

This Policy and Procedure takes into consideration the following legislation:

- Housing Act 1985 Schedule 2 (grounds for possession for major works)
- Land Compensation Act 1973 (as amended by the Planning and Compensation Act 1991)
- The Housing Benefit & State Pension Credit Regulations 2016

## **INTRODUCTION**

Northampton Borough Council owns approximately 12,000 properties which are managed by Northampton Partnership Homes.

There are occasions where an existing Council tenant will be required to move from their property either on a temporary or permanent basis. During this period of time, NPH will make available either an alternative similar sized property for the tenant to occupy (unless the tenant is already under-occupying their current property) or provide emergency accommodation. These instances are known as decants.

Decants can occur for a number of reasons, such as:

- To allow the Council to fulfil its statutory obligations to repair and maintain its properties, and due to the nature of the work required means that it is not possible for the tenant to remain in their home.
- Emergencies such as fire, flood, explosion or storm which renders the property uninhabitable
- The requirement for planned maintenance works whereby refurbishment, modernisation or major works are required which would not be possible whilst a tenant continued to live at the property
- Where the tenant has caused serious neglect/damage to their property and/or there is a major infestation of the property. This can include serious cases of hoarding whereby it has been deemed unsafe for the tenant to remain in-situ.
- Where a tenant is at serious risk of harm in their current property and there is a requirement to temporarily move them out as quickly as possible.

NPH will use the Council's housing stock in the case of temporary moves wherever possible.

There will be instances where the use of Bed and Breakfast accommodation is necessary. The use of Bed and Breakfast must be limited to short periods of time, preferably not exceeding 7 days.

It may also be appropriate to determine whether the tenant is able or wishes to stay with other family members or friends without the need for NPH to find alternative accommodation.

NPH is aware that this process can be a stressful and worrying time for those tenants affected and will ensure that they act to minimise any adverse effects and maintain regular contact with them.

### **THE DECANT REQUEST**

Where it is identified that a decant property is required, a Decant Request Form (appendix A) must be completed.

The form should be completed by the individual from whom the request is coming from.

If the decant request is being made due to the undertaking of unplanned essential maintenance works, the Decant Request Form should be completed in full by the Property Maintenance Team Leader

If the decant request is being made due to the undertaking of planned improvement works, the Decant Request Form should be completed in full by the relevant Officer / Manager within the Asset Management and Development department.

If the decant request is being made due to a tenancy management issue such as neglect or hoarding, the Decant Request Form should be completed in full by the Housing Officer.

In some cases, there may be a requirement for the form to be completed by a combination of individuals across a number of departments if there are certain details that are unknown by the person making the initial request.

In all cases, the Decant Request Form needs to stipulate exactly what works / tasks are required in which rooms of the property, and the anticipated duration of time that this will take to rectify. This will determine whether the decant will be a short or long term move for the tenant(s).

To ensure all the appropriate departments are informed of the proposed decant, the Decant Request Form needs to be signed off by the following persons:

- The requesting Officer
- Tenancy Manager / Team Leader
- Property Maintenance Team Leader or Major Works Property Manager / Cyclical & Minor Works Team Leader
- Void Control Manager / Team Leader

### **SHORT TERM DECANT**

A short term decant will be any circumstance that requires an existing tenant to move from their home for up to a maximum of 13 weeks. In such instances the tenant will be expected to return to their original tenancy once all required works have been completed and they have been notified of this.

### **LONG TERM DECANT**

A long term decant will be any circumstance whereby the expected or actual works required take 14 weeks or more to complete.

In such circumstances, the tenant can be given the option of remaining in their decant property on a permanent basis subject to the tenant meeting the relevant eligibility criteria within the Allocations Policy for the property in question, and approval from the Tenancy Management and Voids Control / Allocations Team Leaders.

To reduce the impact on void times, a final decision on a permanent move should not be made until their original property is almost at the point of being at a lettable standard again.

### **RENT / HOUSING BENEFIT / UNIVERSAL CREDIT**

In the case of short term decants, the tenant is required to pay the rent and service charges due on their permanent address for the duration of the decant agreement. This in turn means that the rent on the property they will utilise as a decant will not be applied for the duration of time of the agreement.

This means that for any tenant in receipt of Housing Benefit, they should continue with their claim that is attributed to their permanent address as this remains their main and principle home. The same would apply for any tenant in receipt of Universal Credit.

Nevertheless, the tenant should be encouraged to make contact with the Benefit Services department to advise of their temporary change of address.

It is important for the Housing Officer overseeing the decant to be aware of the 13 week Temporary Absence Rule for any tenant in receipt of Housing Benefit or Universal Credit. This permits a tenant to continue receiving Housing Benefit or Universal Credit relating to their housing costs for a period of up to 13 weeks only due to their temporary absence. After 13 weeks, the tenant's Housing Benefit / Universal Credit payments may be temporarily suspended, so it may be appropriate to consider permitting a tenant in this situation to sign up permanently to the decant property by the 13 week mark so that they are not unduly affected financially.

Should the decant become long term and therefore permanent, arrangements will be made to sign the tenant up at their new address on the same type of tenancy agreement they held previously unless they held an Introductory Tenancy that subsequently became Secure during the decant period. The tenant will then be required to pay the rent charge applied to their new property from the new tenancy's commencement date.

## **UTILITIES**

For the period of time that a tenant is residing in their temporary decant property, they will not be liable for the utility charges at their permanent property. Should any electricity, gas, or water be used by NPH staff whilst undertaking essential maintenance work, NPH will be liable for these costs.

It is therefore important that in the case of a temporary decant, a tenant takes their meter readings before they move out and when they move back into their permanent property.

In the case of tenants with top up meters, it is important that the tenant ensures there is no debt on the meter before they move out. The utility company will not permit NPH to act on the tenant's behalf in view of the fact the tenancy remains in their name.

Whilst the tenant is residing in the decant property, they will be liable for any utility costs incurred during this time.

## **REMOVALS**

For any tenant(s) that are being decanted due to reasons beyond their control such as a fire or flood, NPH will arrange and fund removals from the tenant's property to the decant property and back again should it be a short term decant.

For those cases where a decant is required due to the actions of a tenant (e.g. neglect or hoarding), the matter should be referred to the relevant Tenancy Management / Support Team Leader to determine whether it is appropriate for NPH to facilitate the removals process.

## **KEYS**

It is vitally important that in order to progress the decant process as quickly as possible, the keys for the tenant's principle home are returned to NPH as quickly as possible so that works can commence. It is the Housing Officer's role to oversee this.

Should there be an occasion where the tenant has moved into the decant property but has failed to provide the keys for their principle home, it may be appropriate to consider arranging a lock change to speed up the process. Should this occur, the tenant should be recharged for the additional costs incurred to carry out this task.

A lock change may also be considered appropriate if there are concerns that the tenant is still accessing their principle home whilst works are ongoing.

### **THE ROLE OF THE PROPERTY MAINTENANCE TEAM LEADER**

In cases of unforeseen decants, the Property Maintenance Team Leader will be responsible for undertaking the initial inspection to establish whether a decant is required. In the circumstances where it is required, the Property Maintenance Team Leader will need to complete the Decant Request Form to verify the damage caused, what work is required to bring the property back up to a lettable standard, and the estimated time to complete the works.

Thereafter, the Property Maintenance Team Leader will be required to oversee the works to completion and provide the Housing Officer with regular updates.

### **THE ROLE OF THE ASSET MANAGEMENT TEAM LEADER**

On occasions, Asset Management will identify a tenant that needs to be decanted through their planned programme of works. Under these circumstances, an Asset Management Team Leader will need to complete a Decant Request Form outlining what works need to be completed and the estimated length of time to complete.

Thereafter, the Asset Management Team Leader will be responsible for overseeing the works to completion whilst providing the Housing Officer with regular updates

### **THE ROLE OF THE HOUSING OFFICER**

The Housing Officer will be responsible for overseeing the whole process from the very beginning when the decant request is made, to the end of the process when the tenant either returns to their permanent home or is permitted to remain in the temporary property on a permanent basis,

Throughout the process, the Housing Officer should regularly liaise with the tenant to keep them updated, and by extension obtain regular updates from Property Maintenance or Asset Management should the decant be a result of maintenance works undertaken by either of these departments. The frequency of updates should be determined by the estimated duration of the decant. In other words, if it is a short term decant it would be reasonable to provide the tenant with weekly updates, whilst a long term decant may only warrant updates on a bi-weekly basis.

The same Housing Officer will remain responsible for the whole process even if the tenant has been temporarily relocated to another estate that they do not manage.

### **THE ROLE OF THE TENANCY MANAGEMENT TEAM LEADER**

The responsible Tenancy Management Team Leader must regularly review all decant cases within their areas of responsibility and must ensure that they regularly review with the relevant Housing Officer until completion.

The Tenancy Management Team Leader can also facilitate tenants being placed in emergency overnight accommodation such as a B&B or Hotel should the situation require it.

### **THE ROLE OF THE VOID CONTROL OFFICER**

During a decant, the Void Control Officer will oversee the process from an administration point of view. The Void Control Officer will undertake tasks such as ensuring that decant request forms are completed, keys are logged, and general monitoring of the whole process to ensure there are no unnecessary delays.

### **THE ROLE OF REHOUSING**

The Rehousing team will be responsible for identifying suitable decant properties as quickly as possible once a Decant Request Form (**Appendix A**) has been submitted. Once a property is identified, they will also be responsible for generating the Decant Offer letter before it is issued to the Housing Officer for delivery.

The Rehousing Team will also be responsible for processing any housing applications that are completed should it be confirmed a temporary decant will be made permanent. By extension, they will also generate any permanent offer letters to provide to the Housing Officer for delivery.

### **THE ROLE OF RENT ACCOUNTING**

The Rent Accounting department will be responsible for setting up the Decant Agreement on Open Housing and ensuring the rent charge at the decant property is removed once in receipt of the Notification of Temporary Decant form (**Appendix E**).

### **DECANT PROCEDURE**

- 1.1 Notification of the damaged property and the events that have led to the situation is received. This could come via the tenant themselves, or indirectly through the Call Centre or via the Emergency Services. Alternatively, awareness of the damaged property could come via any member of NPH staff following a visit to the property.
- 1.2 If notification is received out of hours and is deemed an emergency (e.g. fire), this will be dealt with by the Duty Property Maintenance Team Leader who will be on stand-by. It should be noted that Out of Hours covers the time period 17.30p.m. to 08.00a.m.
- 1.3 If it is an emergency situation (e.g. fire) and it occurs out of hours, then the Duty Property Maintenance Team Leader will need to determine whether the tenant is able to temporarily reside elsewhere such as with another family member or friend, or whether they require the Council to secure temporary emergency accommodation. If it is the latter, the Duty Property Maintenance Team Leader will be responsible for contacting Call Care to arrange and secure temporary emergency accommodation. They will ensure that the

Housing Officer for the area and /or their Team Leader are contacted immediately the following morning with a Decant Request Form (**Appendix A**).

- 1.4 During office hours and in the event it is an unforeseen incident, a Property Maintenance Team Leader will be required to visit the property to assess the damage and determine if a decant is required. If possible, the Property Maintenance Team Leader will advise on the length of time works will take to make the property habitable for the tenant. It is accepted that this will be an estimate only. The estimated length of time to complete the works will determine whether the tenant is placed into temporary emergency accommodation or a suitable decant property is identified.
- 1.5 There may also be occasions during Asset Management's cyclical programme of works that properties are identified as needing extensive maintenance work that require the tenant to move out for a temporary period of time. In this scenario, the Project Co-ordinator and / or the Cyclical and Minor Works Team Leader will need to determine what works need to be undertaken and the estimated length of time it will take to complete them.
- 1.6 Additionally, possible decants may be identified by Housing Officers or Support Officers. This is particularly true in the case of those tenants who are severe hoarders. More details on the procedure of dealing with hoarding cases can be found within the NPH Hoarding Policy.
- 1.7 If it is absolutely necessary to move the tenant out but they are refusing to move, then the Housing Officer must liaise with the tenant and explain the importance of the works being carried out. In the event that the tenant maintains that they do not want to move out, legal advice should be sought in relation to Section F Clause 24.1 of their Tenancy Agreement.
- 1.8 Once the full details are known the relevant Officer / Team Leader will complete the Decant Request Form (**Appendix A**). This should then be passed to the relevant Housing Officer for their information, or their Team Leader if they are not available.
- 1.9 In order to ensure all relevant parties are kept informed, the completed form will need to be signed off by all of the following:
  - The Housing Officer
  - Tenancy Management Team Leader or Manager
  - Property Services Manager
  - Voids Control Team Leader or Manager
- 1.10 The completed form will be retained by the Voids Control Officer who will then instruct the search for a suitable alternative property.
- 1.11 If a suitable property is not immediately available for the affected tenant and their household members to move into, the Housing Officer must be informed of this so that they can consider making arrangements for emergency overnight accommodation such as a local B&B or Hotel subject to the approval of their Team Leader.
- 1.12 The Housing Officer must make immediate contact with the tenant on the same day the notification is received to confirm the arrangements that are being made.

- 1.13 In all cases where it is appropriate, the Housing Officer should ask whether the tenant is able to stay with family or friends either for the whole duration of time it will take to fully repair the property (particularly if it is a short term decant) or at least during the short period of time it takes to obtain a suitable property from our stock. Should staying with family or friends not be an option for the tenant, arrangements should be made via the Tenancy Management Team Leader to provide emergency overnight accommodation in the form of a local B&B or Hotel. The choice of which local B&B or Hotel will be based purely on availability and value for money and not tenant preference.
- 1.14 Should the tenant not utilise the emergency overnight accommodation that has been arranged or misuse it in any way, no further offer of temporary accommodation will be made.
- 1.15 The Rehousing team will be required to search for a like for like property that is similar in size to their existing property. For example, if the tenant had a 3 bedroom property, the Rehousing team would try and find another available 3 bed property within our existing stock. The exception to this might be if the tenant is under occupying and therefore doesn't require the same size property to temporarily move into, or their existing property is of a size that is difficult to find a like for like replacement (i.e. a 5 bed property). There may also be occasions where a like for like property may not be possible due to the urgency of the move.
- 1.16 Once a suitable property is identified by the Rehousing team, a decant offer letter (**Appendix B**) will be produced for the Housing Officer to deliver to the tenant. There will be a requirement for the tenant to sign the Return Slip that forms part of the offer letter to confirm their acceptance. The completed return slip should be handed to the Void Control Officer.
- 1.17 Should the tenant refuse the offer made, the tenant will still be required to sign the return slip but do so under the Refusal heading. Valid reasons must be given and documented as to why the offer has been refused.
- 1.18 Should the property offered be available for the tenant to move into immediately, the Decant Licence Agreement (**Appendix C**) can be completed with the tenant at the same time the offer letter is issued, A basic sign up pack including the Decant Licence Agreement will be provided to the Housing Officer by the Rehousing Team along with the keys to the decant property or a key safe code for the tenant to use to access a key safe installed on the property. **The Decant Licence Agreement must be signed and retained by the tenant. A copy of the Agreement can be obtained by the Officer conducting the sign up by photographing it on their mobile phone device. The photo of the signed Licence Agreement should then be uploaded onto Civica against the relevant Tennacy.**
- 1.19 In some circumstances, the decant property may not be immediately available for the tenant to move into. In these cases, arrangements will need to be made at a later date for the tenant to sign the Decant Licence Agreement.
- 1.20 Any decant property that is allocated to a tenant will meet the minimum lettable standards and this should be explained to the tenant in advance to manage expectations.
- 1.21 In advance of the tenant relocating to the decant property, the tenant should be asked if they require assistance with removals. If the decant is occurring due to reasons that are of no fault to them, it is expected that NPH will arrange and fund the removal process. This would apply to both the move

into the decant property, and the move back into their permanent property should it be a short term decant. Should the decant be a result of tenant negligence, the expectation is that any removals or storage will be funded by them or if applicable, via their home contents insurance policy.

- 1.22 If removals are required and appropriate, a quote should be obtained from our preferred Removal Contractor (Northants Removals and Couriers Ltd – tel. 07793082649) and an Order Request Form completed accordingly.
- 1.23 With regard to funding the removals, this should be the responsibility of the relevant department that are responsible for the decant occurring in the first place.
- 1.24 Immediately prior to moving into a decant property, the Housing Officer should ensure the tenant takes meter readings at their permanent home. During the course of the essential maintenance works, carried out by NPH or a Contractor working on behalf of NPH, it is possible that the gas, electric, and / or water supply to the property may be used. In the event this occurs, the meter readings taken immediately before the tenant moved out will help verify who is liable to pay these costs.
- 1.25 The Housing Officer will need to ensure that any tenant that has a pay-as-you-go meter clears debt on the meter before they temporarily vacate the property. NPH or a Contractor working on behalf of NPH will be responsible for funding any gas or electric top ups during the period that essential maintenance works are being carried out.
- 1.26 In the case of electric pay as you go meters, it would be beneficial for the tenant to ensure there is some credit on the meter before vacating so that any Contractors working on the property have a supply to work with. A top-up of approximately £10 would be adequate for this purpose. Any top ups made by the tenant can be reimbursed through NPH's petty cash.
- 1.27 The Housing Officer should advise the tenant(s) during the removals process that if any gas appliance such as a cooker need to be disconnected and subsequently reconnected at the decant property, then they will need to make arrangements for this to be carried out by a Gas Safe Engineer.
- 1.28 The Housing Officer should ensure that the tenant is made aware that the decant property they are moving into will require the gas supply to be uncapped. For this to happen, the tenant should be asked to complete PH Jones.
- 1.29 The Housing Officer should advise the tenant moving into the decant property that they will be liable for the utility charges in the property regardless of whether it is a short or long term decant. The tenant should be asked to contact the relevant utility companies themselves to arrange this.
- 1.30 If items have been destroyed by fire, flood or other cause of damage then the tenant will be expected to collect any salvageable items they require once it is deemed safe to do so by Property Maintenance. For all other items that are not salvageable, the tenant will be required to sign an 'Home Clearance Disclaimer' form (**Appendix D**) which will give NPH authority to dispose of the items.
- 1.31 Once the Decant Licence Agreement has been signed, the Rent Accounting department must be notified via the Notification of Temporary Decant Form (**Appendix E**). This will enable the Decant agreement to be set up on Open

Housing and will result in the removal of the rent charge at the decant property as the tenant will only be required to pay the rent charge at their permanent property until such time the decant property becomes permanent (if appropriate).

- 1.32 Once the Decant Licence Agreement has been signed and the tenant has moved to their decant property, the Housing Officer must ensure the keys to their permanent property are handed into NPH as quickly as possible so as to avoid any unnecessary delays to the works commencing.
- 1.33 Should there be any significant delay in the tenant returning the keys and we are sure they have moved out, considerations should be made around arranging a lock change via the Property Maintenance Team to enable access asap. Should this be a requirement, the tenant should be re-charged for the additional costs incurred.
- 1.34 In all instances the Housing Officer must advise the tenant of the estimated length of time the decant property is required for, including if there are any significant changes to the estimated completion date.
- 1.35 The Housing Officer should take note of whether the affected tenant is in receipt of Housing Benefit or Universal Credit and take the necessary steps to prevent the tenant from being unduly affected by the temporary absence rule which stipulates that Housing Benefit or Universal Credit payments will only be made toward their permanent property for a period of up to 13 weeks, subject to there being an intention to return. This should include considerations being made around making the decant property permanent should it be likely that the decant will be required for more than 13 weeks.
- 1.36 The relevant colleague in Property Maintenance or Asset Management overseeing the works should give as much notice to the Housing Officer of when the property is almost nearing completion of repair works so that likewise the tenant can be given sufficient notice to return to their property.
- 1.37 When a date of completion is known, the Housing Officer should if appropriate make arrangements for removals in advance to avoid any unnecessary delays.
- 1.38 The Housing Officer should arrange to inspect the decant property in advance of the tenant returning to their permanent property to conduct a pre-void inspection form (**Appendix F**) and take photos. These details should then be saved on the shared drive in the following location: **O:\Void Control Photos**.
- 1.39 If during the pre-void inspection the Housing Officer notes any damage to the decant property caused by the tenant, considerations should be made around re-charging the tenant for any repair works,
- 1.40 Once all the works are completed, the Housing Officer must ensure the keys are returned to the tenant so that the tenant can begin moving back into their permanent property. In some instances, the keys may be left within a secure key safe outside the property. In this case, the Housing Officer will be required to provide the tenant with the key safe code so that they can access the keys themselves.
- 1.41 Upon the tenant moving back into their permanent property, the Housing Officer must ensure the keys for the decant property are returned immediately. Once obtained, the Housing Officer should provide the keys to Voids Control so that they can be formally logged as returned.


- 1.42 The Housing Officer should then arrange to complete a dummy termination notice on the decant property and pass this to Voids Control. As the keys will already be held by NPH, the tenancy should quit from the nearest Monday. No notice period will be required.
- 1.43 Under circumstances whereby the tenant refuses to move back to their permanent property, legal advice should be sought in relation to Section F, Clause 24.6 of their Tenancy Agreement.
- 1.44 If a tenant has moved back into their permanent property but failed to return the keys to the decant property, arrangements should be made to complete a lock change via the Property Maintenance team. Should this occur, the tenant should be re-charged for the additional costs incurred.
- 1.45 Upon a tenant moving back to their permanent property, the Housing Officer should consider whether it is appropriate to conduct regular inspections to ensure the condition of property is maintained to a satisfactory standard. This would be particularly appropriate in cases whereby decants have occurred due to tenant neglect or severe hoarding. To ensure effective monitoring is implemented, it may be deemed appropriate to issue the tenant with a Tenancy Sustainment Contract.
- 1.46 Should the situation arise whereby a temporary decant is deemed suitable as a permanent transfer either because the length of works required dictate that this option be made available to the tenant, or because it is considered the tenant is better suited to the decant property, contact should be made with the tenant to provide them with this option.
- 1.47 If the tenant is in agreement to the move being made permanent, a 'Temporary Decant to be made Permanent' form must be signed off (**Appendix G**). The persons responsible for signing the form off are the Voids and Allocations Manager and the Tenancy Management Team Leader. Once completed, the form must be returned to the Void Control team
- 1.48 Once confirmation has been issued that the decant be made permanent, arrangements should be made by the Housing Officer to complete a housing application with the tenant before submitting it to the Rehousing Team for processing. This should include a copy of the 'Decant Licence Agreement' (**Appendix C**) and the completed 'Temporary Decant to be made Permanent' form (**Appendix G**)
- 1.49 Once the housing application has been assessed, arrangements can then be made to formally offer the property to the tenant on a permanent basis through the provision of an offer letter generated by the Rehousing team and delivered by the Housing Officer.
- 1.50 Upon delivery of the formal offer letter, the sign-up paperwork should also be completed by the Housing Officer. The sign-up pack will be provided by the Rehousing Team and once the Housing Officer has completed all the necessary paperwork, this should be returned to the Rehousing team for processing.
- 1.51 Where a permanent move is facilitated, the Housing Officer must ensure that as part of the sign-up process, a termination of tenancy notice is completed by the tenant for the damaged property so that it may be terminated.

- 1.52 The Housing Officer will provide a copy of the termination form to Voids Control. As the keys will already be held by NPH, the tenancy should quit from the nearest Monday. No notice period will be required.
- 1.53 If the tenant was on an introductory tenancy, then they will be required to complete the remaining period of the original 12 months at the new address if the move is permanent.

### **Monitoring**

This Policy will be reviewed annually and amended accordingly to reflect any changes in response to revised Legislation, regulatory guidelines, and standards.

**Appendix A**

<p><b>Decant Request Form</b>  <i>To be passed to Voids Control Team</i></p> 			
<b>Tenant (s) Name:</b>			
<b>Contact Telephone numbers / email</b>			
<b>Tenant Address:</b>			
<b>Reason tenant is required to move out (please explain works needed/other issues and reason tenant cannot remain at property):</b>			
<b>Short Term Decant Max 13 weeks</b>	<b>Yes/No</b>	<b>Long Term Decant 14+ weeks</b>	<b>Yes/No</b>
<b>Household member(s) details:</b>			
<b>Pets:</b>			
<b>Any special requirements: Tenant has mobility issues, ground floor property /wet room required:</b>			
<b>Please specify next to each room below if it will be affected by works, if carpet or laminate will need to be lifted and if rooms will need to be cleared of belongings and furniture:</b>			
<b>Living room</b>			
<b>Kitchen</b>			
<b>Hallway</b>			

<b>Bathroom</b>	
<b>Bedroom 1</b>	
<b>Bedroom 2</b>	
<b>Bedroom 3</b>	
<b>Bedroom 4</b>	
<b>Estimated duration of Works:</b>	
<b>Priority (Please indicate how quickly the works need to be undertaken)</b>	
<b>Where will the keys for the tenant's property be; if with a person, please provide a name and contact number:</b>	
<b>Name of requesting Officer:</b>	<b>Signature:</b>
	<b>Date:</b>
<b>Name of Tenancy Manager/Team Leader:</b>	<b>Signature:</b>
	<b>Date:</b>
<b>Name of Property Services Manager:</b>	<b>Signature:</b>
	<b>Date:</b>
<b>Name of Voids Control Manager/Team Leader/Officer:</b>	<b>Signature:</b>
	<b>Date:</b>
<b><i>Voids Control Use:</i></b>  <b><i>Added to requested decant record:</i></b> <b><i>Property identified :</i></b> <b><i>Decant Letter</i></b> <b><i>Licence agreement signed</i></b>	<b><i>Date</i></b> <b><i>Date</i></b> <b><i>Date</i></b>

## Appendix B



NORTHAMPTON PARTNERSHIP HOMES,  
The Guildhall, St Giles Square, Northampton, NN1 1DE | Tel: 0300 330 7003

Mr/Mrs??  
Address 1  
Address 2  
Northampton  
Postcode

Our Ref: DECANT  
Contact: Voids Control Team  
Direct 0300 330 7003  
Line: (We welcome calls via the Text Relay Service)  
Date: ??  
Email: [yourhome@northamptonpartnershiphomes.org.uk](mailto:yourhome@northamptonpartnershiphomes.org.uk)

Dear Mr / Mrs ??

### **DECANT – TEMPORARY OFFER OF HOUSING**

Due to your need to leave Property A whilst building works are being undertaken, I am making Property B available for your temporary use and occupation.

You are not being granted a tenancy of this property and you will not be liable for rent; however, you will be expected to care for it as if it were your tenancy and abide by the normal tenancy conditions.

Your tenancy at Property A will continue, for which you must continue to pay your rent as normal.

When your property/tenancy is ready for your occupation you should return without delay, at which time a thorough inspection of your temporary home will be made and you will be recharged for any damage that you may have caused.

Please sign where indicated below and return one copy of this letter together with the acceptance/refusal form.

Yours sincerely

**Void Control Team**  
**Northampton Partnership Homes**

**RETURN SLIP ACCEPTANCE OR REFUSAL OF TEMPORARY ACCOMMODATION  
(DECANT)**

**If you wish to accept, this slip must be completed and returned within 3 working days to the Voids Control Team, The Guildhall, St. Giles Square, Northampton, NN1 1DE**

Names: Mr / Mrs

Address:

Application Ref. No: DECANT

Telephone number:

---

Acceptance

I/We\* wish to provisionally accept the DECANT offer of: ??

Signed: ..... Date: .....

Signed: ..... Date: .....

---

Refusal

I/We\* wish to refuse the offer of: ??

For the following reasons: -

Signed: ..... Date: .....

Signed: ..... Date: .....

Appendix C

West Northamptonshire Council  
Legal Services  
The Guildhall  
St Giles Square  
Northampton  
NN1 1DE



West  
Northamptonshire  
Council

Tel: 0300 330 7003

**LICENCE TO OCCUPY TEMPORARY ACCOMMODATION  
WHILST WORKS ARE CARRIED OUT ON A MAIN OR PRINCIPAL HOME**

THIS AGREEMENT is made the .....

BETWEEN

(1) **WEST NORTHAMPTONSHIRE COUNCIL** of The Guildhall, St Giles Square, Northampton NN1 1DE (“the Licensor”)

and

(2) ..... (“the Licensee(s)”)

**1. Definitions**

In this Agreement the following expressions have the following meanings:

- 1.1 “the Licence” means the Licence to occupy conferred by this Agreement
- 1.2 “the Temporary Accommodation” means .....
- 1.3 “the Property” means .....
- 1.4 “the Date of Commencement” means .....
- 1.5 “Immediate Family” means those persons who have been placed in the Temporary Accommodation with the Licensee(s)
- 1.6 “Authorised Officer(s)” means an Officer/Officers employed by the Licensor, or a servant, agent or contractor authorised to act on behalf of the Licensor

## **2. Nature of Agreement**

- 2.1 The Licence is granted by the Licensor to the Licensee to occupy the Temporary Accommodation pending the completion of the works required to be carried out at the Property, which the Licensee(s) holds under a secure tenancy
- 2.2 This Licence is not intended to create the relationship of Landlord and Tenant between the parties. The Licensee shall not be entitled to a tenancy or to any statutory protection under the Housing Act 1985 or to any other statutory security of tenure now or when the Licence ends
- 2.3 The Property will remain the main or principal home of the Licensee(s) and the Licensee(s) will continue to be liable for rent for the Property, together with all the other terms of the tenancy agreement for the Property
- 2.4 The Licensee(s), upon notification from the Licensor of the completion of the works at the Property, must give up possession and vacate the Temporary Accommodation within seven days and move back to the Property

## **3. Licence to Occupy**

Subject to the terms of the Licence:

- 3.1 The Licensor permits the Licensee(s) from the Date of Commencement until determination of the Licence to occupy the Temporary Accommodation
- 3.2 The Licensor may at any time require the Licensee(s) to move into an alternative dwelling on giving the Licensee(s) seven days written notice to move personal effects to the said alternative dwelling

## **4. Keys**

- 4.1 The Licensor will issue to the Licensee(s) one set of keys to the Temporary Accommodation on the Commencement Date and the licensee must return them to the Licensor at the end of the Licence
- 4.2 The Licensee(s) shall provide the Licensor keys to the Property within three days of receiving keys for the Temporary Accommodation to enable the Licensor carry out the works at the Property
- 4.3 If the Licensee(s) lose(s) the keys to the Temporary Accommodation the Licensor will replace it upon the Licensee(s) paying the cost of having a replacement key cut or ordered
- 4.4 The Licensor shall retain a set of keys to the Temporary Accommodation. Authorised Officers may use their keys to obtain unobstructed entry to the Temporary Accommodation at any time
- 4.5 The Licensee(s) shall immediately return the set of keys to an Authorised Officer upon determination of the Licence

## **5. Licensee's Undertakings**

The Licensee(s) agree and undertake to:

- 5.1 Continue to pay their rent as normal for the Property being their main or principal home
- 5.2 Return to the Property within seven days of notification of the completion of repairs at the Property

## **6. Licensee's Responsibilities**

- 6.1 The Licensee(s) shall keep the Temporary Accommodation in a clean and tidy condition and in good order
- 6.2 The Licensee(s) shall pay for any loss or damage, which may be caused by them and their families to the Temporary Accommodation. The Licensor will charge the Licensee(s) for cleaning the Temporary Accommodation and for the cost of clearing items left at the Temporary Accommodation by the Licensee(s) when they vacate the Temporary Accommodation
- 6.3 The Licensee(s) shall be responsible at all times for the care and supervision of any children and shall not leave children under the age of fourteen unattended in the Temporary Accommodation
- 6.4 The Licensee(s) shall immediately cease to use and occupy the Temporary Accommodation on the termination of the Licence and shall leave the Temporary Accommodation in a clean and tidy condition
- 6.5 The Licensee(s) shall be responsible for obtaining a television licence if required
- 6.6 The Licensee(s) shall be responsible for insuring personal belongings kept in the Temporary Accommodation
- 6.7 The Licensee(s) shall not:
  - 6.7.1 assign the Licence or part with possession of the Temporary Accommodation during the continuance of the Licence or share occupation of the Temporary Accommodation with any other person
  - 6.7.2 cause any damage to the Temporary Accommodation or any of its contents
  - 6.7.3 allow any person not being members of their Immediate Family to stay overnight in the Temporary Accommodation without the prior written consent of the Licensor
  - 6.7.4 erect or attach to the Temporary Accommodation any television or other aerials or satellite equipment
  - 6.7.5 keep any pets or animals in the Temporary Accommodation without the prior written consent of the Licensor

## **7. Behaviour**

- 7.1 The Licensee(s) must not bring on to the Temporary Accommodation:
- 7.1.1 any object which is considered by an Authorised Officer to be a weapon or dangerous implement of any description
  - 7.1.2 un-prescribed drugs, alcohol or illegal substances
- 7.2 The Licensee(s) shall not misuse or allow visitors to misuse any drugs, alcohol or any other illegal substance in, on or near the Temporary Accommodation
- 7.3 The Licensee(s) must not supply, attempt to supply, or offer to supply to another person any illegal or prescribed or un-prescribed drugs or illegal substances in or on the Temporary Accommodation or in the neighbourhood of the Temporary Accommodation
- 7.4 The Licensee(s) must not behave in a way that may cause or is likely to cause any distress, disturbance, annoyance or nuisance, as described in Schedule One below, to Authorised Officers, other residents or visitors of other residents or any other person in the neighbourhood of the Temporary Accommodation. The Licensee(s) must not incite any other residents or visitors to commit any act, which is in breach of this clause
- 7.5 The Licensee(s) shall not play or allow to be played any radio, television, record, compact disc or tape recording or musical instrument so that it causes distress, disturbance, annoyance or nuisance to any other person living nearby or their visitors.

## **8. Outgoings**

- 8.1 The Licensor shall be responsible for paying for all gas and electricity consumed or supplied to the Temporary Accommodation as recorded by the gas and electricity meters and all telephone charges for use of the telephone

## **9. Termination**

- 9.1 The Licensor reserves the right to determine the Licence at any time and for any reason by giving seven clear days written notice to the Licensee(s)
- 9.2 The Licence may be determined by giving seven clear days written notice if the Licensee(s) is/are in breach of any condition of this Licence but without prejudice to any other remedies open to the Licensor in respect of the breach
- 9.3 The Licence will be determined seven days after the Licensor has notified the Licensee(s) that the works at the Property is complete. The Licensee(s) must move back to the Property

## **10. Notices**

- 10.1 All notices served by the Licensor pursuant to the provisions of this Licence or by virtue of any Act of Parliament or other requirement of law must be in writing and may be served by hand either by being handed to the Licensee(s) personally or by being left in the Temporary Accommodation, or by first-class post

10.2 Any notice served by hand or by being left in the Temporary Accommodation shall be deemed to be served at the time of delivery. Any notice served by first class post shall be deemed to have been served two days after posting

**11. Disclaimer**

11.1 The Licensor will not accept responsibility for any loss or damage to the Licensee's personal property or to that of their visitors however sustained whilst such property is present in the Temporary Accommodation. The Licensee(s) are advised to consider seeking their own insurance arrangements

**12. Acknowledgements**

12.1 This Agreement embodies the entire understanding between the parties relating to the Temporary Accommodation and to all the matters dealt with by any of the provisions of this Agreement

12.2 The Licensee(s) acknowledge(s) that they have received a copy of this Agreement prior to signing it and have read and understood it and acknowledge that the Temporary Accommodation which they will have permission to use will be by way of personal licence from the Licensor in pursuance of clause 2 above and in accordance with the provisions of this Agreement

12.3 The Licensee(s) having inspected the Temporary Accommodation and contents therein acknowledge that they are in good condition and satisfactory working order

12.4 The Licensee(s) acknowledge(s) receipt of one key for the Temporary Accommodation in accordance with clause 4.1

12.5 If for any reason the Licensee(s) fails to comply with the terms of the tenancy agreement of the Property and an order for Possession is obtained, the Licensee(s) no longer has authority to occupy the Temporary Accommodation and this Licence is determined with immediate effect

IN WITNESS whereof the parties have caused this Agreement to be signed the day and year first above written

SIGNED by the Licensor's  
duly Authorised Officer

In the presence of:  
Officer:

SIGNED by the said Licensee(s)

Full name (print)

Signature

In the presence of:

Officer:

Dated:

**Appendix D**



Tenant  
Address  
Northampton  
Postcode

AT/Decant  
  
Officer  
  
Phone  
  
Date

**NORTHAMPTON PARTNERSHIP HOMES CLEARANCE DISCLAIMER**

As the tenant of .....

I confirm that I have removed from the property all items which I wish to salvage. Any item left in the property may be disposed of by Northampton Partnership Homes as it sees fit.

Print Tenants Name .....

Signature .....

Date .....

Employees Name .....

Signature .....

Date: .....

**Appendix E**

**Notification of Temporary Decant**

**From:**  
**Housing Officer**

**To: Rent Accounting Team**

**Date:**

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*To be completed by Housing Officer*

Please complete part 1 or part 2

**Part 1**

**Decant to WNC (void) property**

<b>Decant (void) Address:</b>	
<b>Start Date:</b>	
<b>Reason for Decant:</b>	
<b>Tenant Name:</b>	
<b>Tenant Address:</b>	
<b>Tenant UTRN:</b>	

**\*\*\* N.B Please notify Rent Accounting when this Decant ends \*\*\***

**Part 2**

**Decant to non WNC property e.g B&B**

<b>Tenant Name:</b>	
<b>Tenant Address:</b>	
<b>Tenant UTRN:</b>	
<b>Decant Address (eg B&amp;B):</b>	
<b>Reason for Decant:</b>	

**Is the rent on the tenant's account to be removed Yes/No\***

**\*\*\* N.B Please notify Rent Accounting when this Decant ends \*\*\***

\*please delete as necessary

**To be completed by Rent Accounting on reverse side**

<b>Present Tenancy UTRN:</b>	<b>Decant Tenancy UTRN:</b>
<b>Tenancy Started:</b>	<b>Decant Tenancy Started:</b>
<b>Rent</b>	<b>Nilled Rent £</b>
<b>Heating Charge</b>	<b>Nilled Heating Charge £</b>
<b>Cleaning and Caretaking</b>	<b>Nilled Cleaning &amp; Caretaking £</b>
<b>Electricity</b>	<b>Nilled Grounds Maintenance £</b>
<b>Grounds Maintenance</b>	<b>Nilled Electrical Charge £</b>
	<b>Nilled SP Charge £</b>

<b>Away address added to Present Tenancy</b>	
<b>Suppressed Rent Statement for Decant Tenancy</b>	
<b>All charges nilled</b>	
<b>Rent Card not sent</b>	

<b>Completed by</b>	
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<b>Date Rent Account Notified by HO</b>	
<b>Date Decant Ended</b>	

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**Pre-Void Inspection**

<b>Tenant Name</b>			
<b>Address</b>			
<b>Property Type</b>		<b>Bedrooms</b>	
<b>Sensitive let required</b> Please give detail if property should not be re-let to a vulnerable tenant i.e. cuckooing			

**Hazards (Photos required)**

<b>Pest Control Required</b>		<b>Deep clean required</b>	<b>Room</b>	<b>Partial</b>	<b>Full</b>
<b>Specialist or Extra care required</b>	<b>Drug Paraphernalia</b>	<b>Bodily Fluids</b>	<b>Excrement</b>	<b>Hoarder</b>	<b>Pets</b>
<b>Any other risks/hazards</b>					

**Property Clearances (Photos required)**

<b>Internal clearance required</b>		<b>Garden clearance required</b>		<b>External cupboards</b>		<b>Overgrown bushes / grass</b>	
------------------------------------	--	----------------------------------	--	---------------------------	--	---------------------------------	--

**Other Property Detail (Photos required)**

<b>External Components</b>	<b>Sheds</b>	<b>Greenhouse</b>	<b>Outbuildings</b>	<b>Ponds</b>	<b>Decking</b>	<b>Patios</b>
	<b>External Store Cupboards to flats – please identify</b>					
<b>Boiler / Heating</b>	<b>Gas</b>	<b>Boiler Location</b>	<b>Storage Heaters</b>	<b>Warm Air</b>		<b>None / Partial</b>

**Meters (Photos required)**

	<b>Location</b>	<b>Readings</b>	<b>Quarterly</b>	<b>Pre-payment</b>	<b>Smart</b>
<b>Electric</b>					
<b>Gas</b>					

**Property Condition (Photos required of front of property, each room, and adaptation)**

	Comments required on specific condition of any component and or fixture if not deemed in good condition (e.g.) Windows, doors, walls, sockets, flooring, door frames, fitments, damp/mould, drains, gutters	Good	Fair	Poor
Kitchen				
Dining Room				
Living Room				
Hall, stairs & landing				
Bathroom				
WC's				
Bedroom 1				
Bedroom 2				
Bedroom 3				
Bedroom 4				
Bedroom 5				
External gardens Structures, paths, fence, gates				
External doors Indicate if Sitex door in place				
Please note any tenant alterations to property				
Aids & Adaptations Indicate upstairs, downstairs, both for wet rooms – ramps, front, rear, both – stairlift, straight or curved.	Wet room			
	Ramps			
	Stairlift			
	Grab rails			
	Wide doors			

**Confirm tenant has been advised the property must be left in a satisfactory condition, clear of all furniture and own belongings (including loft space) and failure to do so will result in a recharge**

**V Status**

V1		V2		V2M		V3	
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Visiting officer	Signed	Date
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NORTHAMPTON PARTNERSHIP HOMES,  
The Guildhall, St Giles Square, Northampton, NN1 1DE | Tel: 0300 330 7003

**TEMPORARY DECANT – TO BE MADE PERMANENT**

**TENANT:**

**Tenancy address:**

**Decant address:**

**?? is to be offered ?? (?-bedroom property) on a permanent basis w.e.f. Monday  
xx/xx/xxxx**

**Voids & Allocations Manager:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Tenancy Management Team Leader:** \_\_\_\_\_

**Dated:** \_\_\_\_\_