
Decant Policy



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Elmbridge
Borough Council

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1. Scope

This policy applies to all tenants and their registered household members residing in properties owned by Elmbridge Borough Council. Tenants may be required to relocate, either temporarily or permanently, due to major works, home improvements, redevelopment, sale of the property, or emergency situations, as outlined below.

The term decanting refers to the process by which residents are moved from their homes, either temporarily or permanently, in circumstances where continued occupation is unsafe or impractical. This may occur due to health and safety concerns, the property becoming uninhabitable (e.g., following a fire or flood), the planned disposal of the property, or when necessary, works cannot be undertaken while the property is occupied.

2. Aims of this Policy

This policy aims to ensure that we deliver a positive experience and comply with legal, regulatory and contractual requirements when you are required to move (Decant).

We understand that moving home can be stressful, and will be there to offer guidance, reassurance, and practical support every step of the way.

Decants will be managed in partnership with our managing agent, on our behalf and in accordance with this policy.

3. Purpose

- We care about our tenants and want to ensure our decants are handled in a fair, equitable and supportive manner.
- We will provide you with a clear process for decant and rehousing, so you understand your options, rights and responsibilities as well of ours.

- We will carry out decants with the minimal disruption to you as possible.
- We will explain the financial and practical support available to you ensuring you feel supported throughout the process.
- We want to make the best use of the limited resources available to us and minimise our rent loss while ensuring your satisfaction.
- We will make sure we meet all legal requirements including compensating you when a Home Loss payment applies.

4. Consultation and Communication

We recognise that relocating can be a challenging and stressful experience, particularly when residents feel they have limited choices. This policy is designed to ensure that decants are managed properly and efficiently, with minimal disruption and stress for those affected.

When a decant is required, we are legally obliged under Section 105 of the Housing Act 1985 to consult with residents who are significantly impacted. This consultation must take place while proposals are still in their early stages, and we will engage with all individuals who may be affected.

5. Legal and Regulatory Framework

- Housing Act 1985
- Housing Act 1988
- Housing Act 2004
- The Home loss (Prescribed Amounts) (England) Regulations
- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Equality Act 2010
- Human Rights Act 1998
- Homelessness Act 2002
- Social Housing Act 2023

6. Circumstances for a decant

Emergency and Temporary Decants

In certain situations, it may be necessary to move you and your household out of your home. This could be due to an unexpected event that makes the property uninhabitable, such as a fire or flood, or planned repair work that cannot be carried out with you in situ.

Emergency Decants

An emergency decant is when an unexpected event has caused the property to be uninhabitable, and arrangements need to be made quickly to provide alternative accommodation. Examples of this would be due to fire, flood, serious gas or electrical fault, or an issue that means the property cannot be secured overnight.

In any emergency, the priority will be to secure alternative accommodation for those affected. Once this has been resolved, a full assessment of the work required at the property and your future housing requirements will be conducted.

We will look at each situation individually to make sure we are meeting your needs and that suitable alternative accommodation has been found. While we will consider factors such as schools and places of employment, we cannot guarantee that the emergency accommodation provided will meet all requirements. Similarly, we will do as much as possible to meet the needs of any disabilities within the household and those in need of an adapted home, but compromise may be required on the grounds of urgency.

7. Temporary Decants

A temporary decant is a move when planned repair work is required that cannot be carried out with you and your household in situ but does not require you to leave immediately. Examples of such works include:

- Extensive works to multiple rooms
- Severe flood damage
- Repairs to structurally unsafe property or inability to live in the property safely whilst works are being carried out

We will arrange temporary accommodation before the work starts. We will consider the time needed to complete the repair, the availability of suitable accommodation, and the cost of each option. We will also consider your needs, such as schools and places of employment. We cannot guarantee that the accommodation provided will meet all requirements.

8. Provisions for Decants

Options that will be considered for both emergency and temporary accommodation include:

- Staying with friends or family
- Bed and breakfast / hotel
- Alternative Elmbridge Borough Council accommodation
- Serviced Accommodation
- Private rental accommodation

Where you have chosen to stay with friends and family, we will reassess the circumstances regularly, particularly if there has been delay or completion of works will take longer than expected.

You will need to continue to pay the rent and service charges on your permanent tenanted home as we are still providing accommodation. If you are in receipt of housing benefit or the housing element of Universal Credit, you will need to update your claim with this information. We can support you to do this. Similarly, you will continue to be liable for other charges, such as water, gas, electricity, internet, phone bills, etc, at your permanent tenanted home.

If you do not pay the rent and service charges at your permanent tenanted home, we may take tenancy action on the grounds of non-payment of rent. Rent will not be due on the decant property whilst there is an intention for you to return to your permanent tenanted home. We will cover reasonable additional costs in the decant property.

If the decant property has fewer facilities than your current home, such as a hotel or bed and breakfast, we will offer a disturbance payment per day. This payment will be a flat rate to cover additional expenses you may incur through lack of facilities that would usually be available in your home.

The payment will be £25 for each adult and £15 for children under 16.

We will keep this amount under regular review to ensure that it remains sufficient. These payments will remain until your permanent tenanted home is ready to move back to or a reasonable offer of accommodation has been made to you. When your home is ready to move back to or alternative accommodation has been made available to you, these payments will end.

We will need you to give us access and keys for your permanent tenanted home before the essential work begins. If you need to visit the property while works are in process, you will need to let us know so we can arrange access and make sure it is safe to do so.

If any damage happens while you are staying in temporary accommodation, and it is your responsibility, you will be expected to cover the costs. We will investigate and confirm the damage, and any costs will be claimed back from you.

You should arrange your own contents insurance to protect your belongings left in your permanent tenanted home while works are being carried out.

If you or someone in your household needs to register your address with a statutory or social agencies such as social services and probation, it is important to do this before your move. If the proposed accommodation is not approved and the booking has already been confirmed, we may not be able to offer you an alternative. Let us know as early as possible so we can help make sure everything is in place.

Once the works or improvements to your permanent tenanted home are complete—or nearly finished—We will support you in moving back. If you do not return at this point, you will be responsible for rent and charges on both your main and temporary homes. If this continues and no resolution is reached, we will commence legal proceedings under Ground 10 Schedule 2 Housing Act 1985 to recover possession of the temporary accommodation.

In exceptional circumstances, such as when repairs are likely to take longer than anticipated and the property is an appropriate match, consideration may be given to allowing you to remain in the decant property on a permanent basis. This would be a voluntary arrangement, at your request and with the approval of the Head of Housing.

9. Permanent Decant

A permanent move from your home may be necessary, if we plan to sell, demolish, remodel or redevelop the property. If this happens, we will work closely with you to make sure you are supported every step of the way. As a small landlord and due to the number of properties we own, it is more likely that you will be rehoused with another registered provider.

For these decants, the following principles apply:

- You will be given urgent priority through the lettings process.
- We will usually offer you a property that's similar to your current home. If you are under or over occupying your current home, we will look for a home better suited to your needs.
- We will match you to empty homes that become available and will make up to two offers of suitable alternative accommodation.
- If the decant is for the purpose of enabling new housing development on the site, we will discuss your option of being rehoused in the new scheme if the planned accommodation is suitable for your needs.
- We will provide a package of support tailored to meet each household's needs.

If we have already started possession proceedings for your property before the decant, we may need to continue with legal action to end the tenancy.

You will be responsible for maintaining rent and service charge payments on your permanent tenanted property until any move is finalised and you formally terminate this tenancy.

Where required, we will assist in respect of the relocation, including helping to move essential items and making minor adaptations to make the decant property suitable, such as installing grab rails or a temporary ramp.

Other costs and assistance are as outlined in the section **Support for Tenants**.

We will work with you to find the best solution for your needs, considering factors like your work, family and school. We will support you in applying for accommodation through the choice based lettings process. While we may not be able to meet your requirements, in view of the limited number of properties we own in the borough, we will do our best to find a suitable property.

You have the right to refuse offers of accommodation. However, after two reasonable offers of accommodation have been made, if all other options have been explored and you have refused reasonable offers, we may need to take legal steps to recover the property.

10. Support for tenants

Practical support

We understand that moving home can be stressful, and we want to make sure that any move from your home is handled with care, fairness and support.

We will contact you at the earliest opportunity to explain the process, including the support and options available. You will have a dedicated officer from our Managing Agent who will be your key point of contact in relation to the move and who will be responsible for making sure this goes as smoothly as possible.

The dedicated officer will discuss the level of practical support you require. We will carry out a needs assessment with you and your household considering any protected characteristics and vulnerabilities. We will agree an action plan to ensure these needs are met where reasonably possible. Support could relate to the following;

- General advice regarding our services, including guidance on housing allocations and benefit claims
- Advice and assistance on how to move home, including practical steps and timelines.
- Support with choice-based lettings bids
- Assistance with viewing property offered to you
- Help with moving furniture and possessions
- Clearance of unwanted items
- Support for any additional needs.

During the decant period the officer will keep in contact with you, to discuss progress of the works and to check any issues with your current home.

How much can be planned and agreed in advance of a move will depend on whether

it is an emergency or planned move.

Financial Support

If you need to move out of your home permanently as part of a decant, you may be eligible for a Statutory Home Loss Payment and Disturbance Payment. These are two separate payments with different entitlement criteria, and these details are below. You are not eligible for these if you are moved on an emergency or temporary basis.

A **Home Loss Payment** is a fixed sum paid to acknowledge the personal upset and distress caused by having to move permanently. Home Loss payments are a legal requirement under the Land Compensation Act 1973 and the Planning & Compensation Act 1991, but only if a tenant is required to move permanently from their home. To be eligible for this payment, the following must apply:

- You have been living at the property as a secure tenant at least for one year before you need to move permanently
- You have been living in the property as your main or only residence
- You are being required to move because of improvement or redevelopment (repairs, even if major, do not justify payment)
- You are in occupation of the property at the time of the decant process.

The amount payable is governed by The Home Loss Payments (Prescribed Amounts) (England) Regulations. Any outstanding rent arrears or other debts owed to us will be deducted from the Home Loss Payment and credited to your rent account. For joint tenancies, one Home Loss payment will be shared between both tenants. No other people residing in the home or required to move will receive one. Payments are usually made when you have vacated and returned the keys for the temporary accommodation you were staying at.

If you chose to move permanently because of repair work, (it is a voluntary decision because of your preference), you will not be entitled to a Home Loss payment.

Disturbance payments are payable when you need to move permanently. You should receive reimbursement of costs incurred and payment for losses sustained because of moving from your property. The amount payable overall should result in you being neither worse nor better off.

If you need to claim a payment, we will need to agree the costs with you before

anything is arranged. We will ask you to provide receipts before we can make any payments. We understand this may be a challenging time and we will make this process as easy as possible. Where feasible, this may mean arranging the works ourselves or paying contractors directly so you do not have to pay upfront and wait to be reimbursed.

Items that may be included in disturbance payments are listed below (this list is not exhaustive):

- Cost of removals
- Cost of altering soft furnishings, i.e. removal and refitting of carpets, altering curtains and blinds and re-fixing curtain rails
- Cost of providing new curtains and carpets where those from the old home cannot be adapted to fit
- Disconnection and reconnection costs for telephone, cooker, washing machine and other plumbing. (We will need to consider providing white goods, i.e. cooker/fridge/washing machine where customers move from housing where these are provided to properties where they are not)
- Redirection of mail
- Loss of wages if time off is unavoidable due to displacement
- Cost of moving and re-erecting aerials and satellite dishes
- Cost of new school uniforms if children need to change school and associated costs
- Cost of storing any belongings that cannot be taken to the new home
- Cost of refitting alarms
- Help towards the necessary costs of redecoration
- Cost of kennelling of pets

11. Security of tenure

You will retain security of tenure on your permanent tenanted home. For the temporary decant property, you will be asked to sign an agreement regarding your stay and will be afforded most of the same rights as you hold in your permanent tenanted home.

Where you are permanently rehoused, you will retain security of tenure. If you are permanently rehoused by another registered provider, they will decide on the tenure

on offer.

Our priority is always to work with you to find a solution. However, we retain the legal right under the Housing Act 1985 and Schedule 2 of the Housing Act 1988 Ground 9, to start possession proceedings to obtain possession of a property in order to carry out major works or refurbishments. This step would be a last resort and only taken once all other alternatives have been explored and reasonable offers of rehousing declined. Any possession would need to be granted by a Court and with the provision of suitable alternative accommodation, as defined by Part V of Schedule 2 of the housing Act 1985.

12. Disputes and Appeals

Tenants who wish to report an issue about your new temporary or permanent accommodation you must do so in writing to the managing agent within 7 days of decanting to the new property.

Upon receipt of the dispute, the managing agent will review the circumstances and provide a written response. If the tenant remains dissatisfied, they may escalate the matter through the formal complaints process as detailed in our complaints handling policy.

13. Equality and Diversity

We are committed to equal and fair treatment of all areas of the community. Accordingly, no person will be discriminated against during the implementation of this policy on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

We are committed to helping you access information about your homes and services in a way that suits your individual needs.

In delivering this policy, we confirm our staff will fully comply with the requirements of the Equality Act 2010 and Human Rights Act 1998.

14. Monitoring and Review

This policy will be reviewed every three years or sooner if required due to legislative changes or operational needs. Responsibility for monitoring its implementation lies with our Housing Services team.

15. Data Protection and Retention of Information

All information will be handled in accordance with the requirements of General Data Protection Regulations and the Data Protection Act 2018. The handling and storage of personal data will be managed and stored in accordance with our Data Protection Policy and our Record Retention Disposal Schedule