

1.0 INTRODUCTION

- 1.1 The purpose of this Policy is to describe SBHA’s arrangements when a Tenant or groups of Tenants and their households are required to temporarily move from their home to enable a repair, improvement work or an adaptation to be carried out. This work may be part of a planned programme or the result of a disaster such as a fire or a flood. In these situations, Tenants can return to their homes after the work has been completed.
- 1.2 There will be times, where SBHA needs to move a Tenant or groups of Tenants and their households to another home permanently, for example where their home is to be refurbished, modernised, or demolished. This Decant and Home Loss Policy also applies to these situations. Tenants who must move permanently may have a right to compensation for the loss of their home under the Land Compensation (Scotland) Act and Section 8 of this Policy sets out the qualifying criteria for payment of this.
- 1.3 SBHA will work with Tenants throughout the decant process to ensure that disruption to their lives is kept to a minimum as far as reasonable.

2.0 LEGAL AND REGULATORY CONTEXT

2.1 This policy complies with the following legal requirements

- Housing (Scotland) Act 2001/Scottish Secure Tenancy Agreement
- Housing (Scotland) Act 2010
- Equality Act 2010

2.2 This policy is consistent with the following policies

- Allocations Policy
- Privacy Policy
- Equality Diversity and Inclusion Policy
- Standard Orders and Delegated Authorities

2.3 The Policy seeks to achieve the following regulatory customer/landlord relationship outcomes contained within the Scottish Social Housing Charter:

Charter Outcomes	
1: Equalities	Social landlords perform all aspects of their housing services so that every Tenant and other customer has their individual needs recognised and is treated fairly and with respect and receives fair access to housing and housing services.

2: Communication	Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.
4: Quality of housing	Social landlords manage their businesses so that: Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
5: Repairs, maintenance, and improvements	Social landlords manage their businesses so that: Tenants' homes are well maintained, with repairs and improvements carried out when required, and Tenants are given reasonable choices about when work is done.
13: Value for money	"Social landlords manage all aspects of their businesses so that: tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay".

3.0 GENERAL PRINCIPLES

3.1 Decanting is a legal definition used to explain the process where Tenants are required to move from their homes, due to the reasons stated in the introduction above. These plans may involve major repair or improvement to the home (resulting in a significant change of character to the home, e.g., Reconfiguring the layout of the home) and will require a Tenant to move out, either temporarily or permanently, for the works to be completed.

- **Temporary Decant:** when a Tenant is moved out of their home, to enable work on the home to be carried out, with the intention of returning them to the home at the earliest opportunity.
- **Permanent Decant:** There may be times when SBHA needs to move Tenants to another home on a permanent basis. This Decant Policy also applies to these decant situations. Tenants who have to move permanently may have a right to compensation for the loss of their home under the Land Compensation (Scotland) Act 1973.

3.2 There are occasions when a temporary decant becomes a permanent move, i.e. if the extent of works required is so great that SBHA deems it appropriate to demolish a home. SBHA does not, however, consider it appropriate to use the decanting process as a means to move Tenants permanently who wish to transfer for reasons other than those identified as the reasons for decanting.

3.3 SBHA will, wherever possible:

- a) Individually consult a Tenant who needs to be decanted to identify needs and preferences for the decant accommodation and to agree the move details. This may not be possible in an emergency decant situation. Where there has been a change in the household which was not previously intimated to SBHA and which impacts on the accommodation needs evidence of any permanent change to the household may be required.
- b) Provide clear and accurate information in advance to the Tenant about the proposed decant and the decant arrangements. Again, this may not be possible in an emergency decant.
- c) Continue to keep the Tenant advised on the progress of the work to their home (if they are to return) and the anticipated return date.
- d) Provide details of named members of the SBHA team who the Tenant can contact for

information and advice relating to the repair work and decant arrangements.

- 3.4 SBHA reserves the right to use an unlimited number of properties as accommodation for Tenants who need to be decanted on a temporary or permanent basis. If required, these moves have priority over all other types of allocation or transfer, with the possible exception of management transfers.
- 3.5 All payments including those made at the discretion of the Association may be offset, wholly or partly, against debts owed to SBHA by the Tenant.
- 3.6 SBHA will, as far as reasonably possible, ensure existing Tenants can return to or remain in the locality. Where this is not possible, particularly when a scheme is being remodelled with fewer properties than previously, SBHA will work with Tenants affected to provide suitable options for rehousing.
- 3.7 The decision to allow a temporary or permanent decant to take place can only be made by the Head of Neighbourhoods & Solutions and approved by the Director of Customer Services. Each individual case will be assessed on its own merits.
- 3.8 A Tenant who is decanted on a temporary basis will continue to be the Tenant of their permanent home and to be responsible for paying the rent, any service charges, and Council Tax for their permanent home. Tenants have no legal right to remain in a temporary decant home and must return to their original home when they are able to do so.
- 3.9 SBHA actively encourages Tenants to ensure they obtain adequate Home Contents Insurance cover in the event that any of their personal possessions are damaged or destroyed in their home, for example as a result of flooding or fire.

4.0 DECANT CRITERIA

- 4.1 SBHA will respect the preferences of individual Tenants, wherever possible, when deciding whether a temporary decant is necessary. However, as a general rule, SBHA will offer to decant a Tenant if:
 - a) One or more of the following are not likely to be restored by the time SBHA closes at the end of each working day: water supply, toilet facilities, electricity or water heating, or heating facilities
 - b) The work is likely to take more than a few days to complete and the work is extensive and likely to disrupt daily living; or
 - c) A Tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living; or
 - d) The work needed means that the home is likely to be insecure during part or all of the work; or
 - e) The nature of the work could lead to health problems for the Tenant, such as dust in the homes of Tenants who have asthma or emphysema; or
 - f) It is considered (in SBHA's opinion) that the work required to a home would be carried out more efficiently, effectively, and safely if the Tenant was living elsewhere.
- 4.2 SBHA will provide temporary cooking and/or space heating facilities if the above criteria do not apply and this provision would enable the Tenant to stay at home while the work is carried out.

- 4.3 It is acknowledged that SBHA may have to insist that a decant, (either temporary or permanent) takes place, even if the Tenant does not want to move. Wherever possible, the Tenant will be encouraged to decant to alternative accommodation provided, but SBHA will take legal action to enforce the decant if the Tenant continues to refuse to move.

5.0 DECANT RESULTING FROM A TENANT'S ACTIONS

- 5.1 SBHA distinguishes between decant situations where a Tenant (and their household) is required to decant following actions or omission of actions by the Tenant (or a member of their household) which requires the Tenant (and household) to be decanted. For example, the Tenant (or a member of their household) has caused or contributed to the need for decant by:
- Deliberate fire raising within their own home or fire starting as a result of negligence.
 - Deliberate flooding of their own home or flooding as a result of negligence.
 - Alteration carried out by Tenant (whether approved by SBHA or not) has caused damage to the home.

The list above provides examples and is not exhaustive. Other situations may be those where action or omission by the Tenant or a member of their household results in a decant.

- 5.2 Actions taken by the Tenant (or a member of their household) which result in damage or deterioration of the home may be a breach of the conditions of tenancy and may result in SBHA taking legal action against the Tenant.
- 5.3 If, during the period of decant, information becomes available that indicates that the Tenant's (or a member of their household's) actions have caused the need for decant, any costs incurred by SBHA as a result of the decant may be recovered by recharge from the decanted Tenant. Where the Tenant has household contents insurance, they may be able to recover the costs from their Insurer.

6.0 DECANT ACCOMMODATION

- 6.1 SBHA will offer other suitable accommodation if there is a need to decant a Tenant on either a temporary or permanent basis. The definition of "other suitable accommodation" will comply with the definition contained in the relevant legislation currently in force. SBHA will take the following factors into account when considering whether the alternative accommodation is reasonably suitable to the needs of the Tenant and the Tenant household:
- a) Closeness to the place of work or education compared to the existing home
 - b) Size of the accommodation needed by the Tenant and their household
 - c) Character of the accommodation compared to the current home
 - d) Terms on which the accommodation is offered compared to the terms of the existing tenancy
 - e) Whether any furniture provided by SBHA in the existing home is of a comparable nature to the furniture provided in the decant accommodation
 - f) Any special needs of the Tenant or their household
- 6.2 Tenants decanted on a temporary basis will be required to sign a legal agreement stating that they will return to their own home on the completion of the repair work. This agreement must be signed before the move to the temporary decant accommodation takes place (although it is acknowledged that this may not always be possible in an emergency decant situation).
- 6.3 If a Tenant is only likely to be decanted temporarily for a short period of time, or if the decant is the result of an emergency, SBHA may offer temporary decant accommodation from another landlord, bed and breakfast or hotel accommodation.

6.4 It is acknowledged that some Tenants may prefer to find their own temporary decant solution by staying with relatives or friends. In this situation, SBHA will secure or store household contents, credit the rent account and pay the Council Tax for the period that the Tenant is not in residence in their own home.

7.0 REMAINING IN THE DECANT HOME

7.1 Although Tenants have no legal right to remain in a temporary decant home, SBHA recognises there may be occasions where a Tenant wishes to do so. In this situation, a Tenant who has been decanted on a temporary basis may be allowed to remain in their decant home if:

- a) The Tenant meets all of the transfer eligibility criteria detailed in the current SBHA Allocations Policy; and
- b) The decant home is not required as part of an ongoing decant programme; and
- c) The decant home has not already been pre-allocated to another Tenant or applicant who has received a formal offer for the home or who cannot be allocated another home that equally suits their needs; and
- d) The Tenant makes a request to remain in their temporary decant accommodation before the move takes place and before any work to their permanent home, relating to the specific needs of the Tenant, has been agreed and instructed. The request may be approved if another Tenant or applicant could benefit from the specific work or if there is no financial loss to SBHA as a result of the Tenant not returning to their permanent home.

7.2 A Tenant can make a request to stay in their temporary decant accommodation after they have moved out of their permanent home, or the repair work has started. The eligibility criteria detailed in Section 7.1 a), b) and c) will again apply. However, it is not likely that the request will be approved if specific adaptations have already been instructed or made to the permanent home and/or if SBHA will experience financial loss as a result of the Tenant not returning to their permanent home.

7.3 Tenants who have permission to remain in their temporary decant accommodation or who decant permanently to a new home will enter into a new tenancy agreement for this new home.

8.0 COMPENSATION

8.1 Disturbance Payments

Tenants who are decanted from their homes may be eligible for a statutory Disturbance Payment under the Land Compensation (Scotland) Act 1973. There is no maximum or minimum amount for a statutory Disturbance Payment. The Land Compensation (Scotland) Act 1973 states that 'the amount of a Disturbance Payment shall be equal to the reasonable expenses of the person entitled to the payment in removing from the land from which he is displaced'.

SBHA is aware that the majority of SBHA Tenants who are decanted will not be eligible for a statutory Disturbance Payment. SBHA does not want any Tenant to be financially disadvantaged as a result of being decanted. As a result, SBHA undertakes to pay all reasonable validated costs associated with decant moves irrespective of the right to a statutory Disturbance Payment. Details of the current arrangements and payment criteria are set out in **Appendix 1**. It is acknowledged that other arrangements and payments may need to be made in individual and specific circumstances.

The Disturbance Payments and decant costs will be reviewed on an annual basis and the costs up-rated, as required. The Chief Executive or delegated representative has the authority

to amend these decant arrangements and costs as and when required. Any changes will be reported to the next Board meeting and **Appendix 1** will be updated accordingly.

8.2 Statutory Home Loss Payments

A Home Loss Payment is intended to compensate a Tenant who must leave their home permanently because of redevelopment work or work of a substantive nature. It is a payment in recognition of the upheaval and upset of losing their home.

The law relating to Home Loss Payments is contained in the Land Compensation (Scotland) Act 1973.

A Tenant who qualifies for a statutory Home Loss payment will receive a fixed rate payment of £1,500. If two or more persons are entitled to a Home Loss payment in respect of one home, then the payment will be divided equally between them.

A Tenant claiming the payment ('the claimant') must meet all the following criteria in order to qualify for a statutory Home Loss Payment:

- a) A claimant must have occupied the home as his/her sole or main residence for a period of at least one year prior to the date of displacement.
- b) The displacement must be permanent.
- c) The claimant must have an 'interest in the dwelling house.' This means that the claimant must be a Tenant, an employee in a tied home, a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) or have some other legitimate interest in the home.
- d) In addition, a claimant's removal must be in consequence of one of the following events (known as a qualifying event):
 - Compulsory acquisition of the home by a body with compulsory purchase powers
 - Demolition, improvement or closing order under the Housing (Scotland) Act 1987
 - The development of land acquired by an authority with compulsory purchase powers
 - Improvement or redevelopment by a Registered Social Landlord
 - Demolition of a dangerous building; or
 - A Court Order for recovery of possession proceedings by a Registered Social Landlord, with suitable alternative accommodation being available to the Tenant. This only applies to claimants with secure tenancies.

Statutory entitlement to a Home Loss payment starts at the point at which a decision has been taken, for example, to demolish or radically alter a home, and that decision has been made known to the Tenant. The knowledge of the claimant is important because the removal must have been triggered by a qualifying event and be a consequence of a decision having been taken.

Home Loss payment claims must be made within 5 years from the date of removal. If a Tenant qualifies for a statutory payment, then it must be paid within the current statutory time limit (currently to be made on or before the date of displacement or within three months of the claim being made, whichever is the latest). Tenants are entitled to interest on the outstanding amount if payments are not made within the statutory time limit.

8.3 Discretionary Home Loss Payments

Where a Tenant does not qualify for a statutory Home Loss Payment, then SBHA may decide to make a discretionary Home Loss Payment. The circumstances under which discretionary payments may be made will vary but, as a general rule, payments may be made for one or more of the following reasons:

- a) Where the qualifying events do not apply, but SBHA has made the decision to rehouse the Tenant permanently from their home; and
- b) Where a Tenant does not qualify for a statutory Home Loss payment because of their tenancy tenure or the length of time they have occupied the home; or
- c) In order to prevent delay or significant difficulty in taking schemes or plans forward.

The Director of Customer Services will be responsible for identifying the need for a discretionary Home Loss Payment. Each individual case will be considered on its merits. The Chief Executive or delegated representative has authority to approve discretionary Home Loss payments that meet the above criteria.

- 8.4 Where a Home Loss Payment is to be made, and the Tenant receiving the payment has rent arrears, then SBHA will seek to make an arrangement with the Tenant for some or all of the arrears to be repaid from the Home Loss Payment.

9.0 TRAINING

- 9.1 SBHA will ensure that employees have the appropriate level of skills and knowledge to deal efficiently with Decants and Home Loss Payments.
- 9.2 Training on the Decant & Home Loss Policy is part of induction training for all new Customer Services employees. SBHA provides additional and ongoing training for teams who deal directly with decant issues and Home Loss Payments.

10.0 COMPLAINTS

- 10.1 All Tenants have the right to complain or appeal if they feel that SBHA has not dealt properly with their decant or request for a Home Loss Payment. A copy SBHA's Complaints Handling Policy is available on the website and in paper format on request.

11.0 EQUALITIES

- 11.1 SBHA aims to treat all customers with respect and professionalism and will ensure that its service is fair and accessible to all. SBHA will publish information that is easy to understand in a range of appropriate languages and formats. Where Tenants have any particular needs or requirements, SBHA will do all that it can to ensure that its services are tailored to these needs.
- 11.2 This Policy will not be used to discriminate against any individual or household on grounds of race, religion, marital status, disability, age, sex, sexual orientation, gender, gender reassignment, political opinion, pregnancy, or maternity. SBHA aims to promote equal opportunities and comply with the requirements of the Equality Act 2010.

12.0 CONFIDENTIALITY

- 12.1 All information received in connection with a decant or Home Loss payment request is confidential to SBHA. This means that SBHA can only share the information or pass it to other individuals and agencies with the prior written consent of the person providing the information.
- 12.2 The only exceptions to this will be where SBHA team members consider that a person's safety or wellbeing is at risk or where SBHA is obliged to give information by law or as part of a legal process, when the inevitable alternative is to face a contempt of court charge. The decision to break confidentiality and share information without consent will be taken at senior management level and only after careful consideration.

13.0 POLICY AVAILABILITY

13.1 A copy of this Decant and Home Loss Policy is available on SBHA's website and in paper format on request.

14.0 POLICY REVIEW

14.1 The Head of Neighbourhoods & Solutions is responsible for ensuring that this Policy is implemented when required.

14.2 This Policy will be reviewed every 3 years, or earlier if legislative, performance or other changes necessitate it.

DECANT DISTURBANCE PAYMENTS AND ARRANGEMENTS

Arrangements	How it should be carried out and paid for	
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move
Removal van to move home contents (and the contents of any external stores)	SBHA to arrange move with an approved removal contractor and pay the costs directly to the contractor. The contractor can deliver packing materials in advance, if needed. A packing service can be provided for Tenants considered not capable of doing it themselves. A Tenant can arrange their own move, but SBHA will only pay for the cost if the Tenant obtains 3 quotes from reputable firms, and the costs compare favourably with SBHA costs. Payment is made when the receipt is submitted, or the removal firm guarantees the cost in writing.	As temporary move.
Storage of household goods need to be stored when Tenant moves out	SBHA to arrange for storage and directly pay the costs.	Not likely to be relevant.
Disconnecting and reconnecting gas or electric cooker, washing machine and dishwasher	SBHA to arrange and directly pay an approved contractor. If the Tenant has a gas cooker, but there is no gas supply in the temporary decant home, then the cooker will be stored and an electric cooker provided for the duration of the decant.	SBHA to arrange and directly pay the approved contractor. If the Tenant has a gas cooker, but there is no gas supply in the permanent decant home, then SBHA will make arrangements to have a gas supply installed (if at all possible and there is already a gas supply into the scheme) or to contribute to the cost of a replacement electric cooker.
Disconnecting and reconnecting telephone	SBHA to arrange for the telephone to be disconnected and reconnected if the decant is for more than a week. SBHA to directly pay the cost of disconnection and reconnection to the telephone supplier.	SBHA to arrange for the telephone to be disconnected and reconnected and directly pay the cost of disconnection and reconnection to the telephone supplier.
TV and Satellite Aerials	SBHA to arrange and pay the cost of installing a TV aerial if there is not one already at the decant address. Where the Tenant has permission to put up a satellite dish, SBHA will reimburse the Tenant for the satellite subscription cost on proof of payment for the decant period.	SBHA to arrange and pay the cost of installing a TV aerial if there is not one already at the decant address. SBHA will arrange and pay for the cost of a satellite dish to be moved to the decant home provided that there are no restrictions such as listed building or planning limitations.

Arrangements	How it should be carried out and paid for	
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move
Other electrical appliances and fittings installed by the Tenant	SBHA to arrange and pay for electrical and other fittings installed by the Tenant to either be removed and stored, or to be made safe and left in place for the duration of the decant period. This may depend on whether the Tenant needed and obtained permission from SBHA to have the fitting installed in their current home.	SBHA to arrange for electrical and other fittings installed by the Tenant to be moved to their new home. This may depend on whether the Tenant needed and obtained permission from SBHA to have the fitting installed in their current home.
Adaptations	SBHA will arrange and pay for the cost of any physical adaptations needed to the decant accommodation to enable the Tenant to sustain their tenancy. This may include moving existing adaptations from their current home. The advice of an Occupational Therapist will be obtained, where possible, before an adaptation is installed.	As temporary move.
Garden Sheds	If the Tenant has obtained permission from SBHA to put up a garden shed, then SBHA will arrange and pay for the shed to either be removed and stored, or to be made safe and left in place for the duration of the decant period. If the shed is to be moved, it must be robust in structure and able to be dismantled and reconstructed.	If the Tenant has obtained permission from SBHA to put up a garden shed, then SBHA will arrange and pay for the shed to be moved to the new home if there is the capacity to re-erect it there. If the shed is to be moved, it must be robust in structure and able to be dismantled and reconstructed. If the shed cannot be moved, then SBHA will compensate the Tenant for the loss of the shed.
Lifting and relaying floor coverings	SBHA will provide floor coverings in the temporary decant accommodation and will make arrangements and pay for the Tenant's existing floor covering to be taken up and stored for the period of the decant. SBHA will arrange and pay for the floor covering to be returned and refitted at the end of the decant period. Where floor covering cannot be refitted, or additional floor covering is required, then the arrangements detailed under a permanent move will apply, only where the costs of this is not payable from Tenant's Contents Insurance.	SBHA will arrange for the supply and fit of floorcoverings up to a cost of: £20 per square metre for vinyl flooring and £25 per metre foot for carpeting.

Arrangements	How it should be carried out and paid for											
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move										
Taking down and re-hanging curtains and blinds	<p>The general expectation is that the Tenant will use their own curtains in the temporary decant accommodation. If they do not fit, then SBHA will provide curtains in the temporary decant accommodation and will make arrangements for, and pay for the Tenant's existing curtains and blinds be taken down and stored for the period of the decant.</p> <p>SBHA will arrange and pay for the curtains and blinds to be returned and rehung at the end of the decant period. Where curtains and blinds cannot be refitted, then the arrangements detailed under a permanent move will apply.</p>	<p>The general expectation is that the Tenant will maximise the refitting of existing curtains and blinds and only claim for those window areas where they cannot refit or adapt. The cost of refitting or adapting existing curtains or blinds or having to buy new curtain tracks is an eligible cost.</p> <p>A standard allowance for replacement or additional curtains/blinds will apply as follows (it will be adjusted on a pro-rata basis if curtains or blinds do not need to be replaced throughout the home):</p> <table> <tr> <td>One-bedroom home</td> <td>£300</td> </tr> <tr> <td>Two-bedroom home</td> <td>£400</td> </tr> <tr> <td>Three-bedroom home</td> <td>£500</td> </tr> <tr> <td>Four-bedroom home</td> <td>£550</td> </tr> <tr> <td>Five-bedroom home</td> <td>£600</td> </tr> </table> <p>The scale includes the cost of tracks, rails, and any extra battening.</p>	One-bedroom home	£300	Two-bedroom home	£400	Three-bedroom home	£500	Four-bedroom home	£550	Five-bedroom home	£600
One-bedroom home	£300											
Two-bedroom home	£400											
Three-bedroom home	£500											
Four-bedroom home	£550											
Five-bedroom home	£600											
Redirection of mail	SBHA will provide mail redirection forms and pay the cost of redirection of mail for the period of the decant for each person in the Tenant's household who has a different surname.	SBHA will provide mail redirection forms and pay the cost of redirection of mail for six months from the new tenancy start date for each person in the Tenant's household who has a different surname.										
Insurance	Tenants are expected to advise their home content insurers of their move. SBHA will pay the cost of any increase in premium payment that results from the move to the decant home, but only for the period of the temporary decant.	Tenants are expected to advise their home content insurers of their move. SBHA will pay the cost of any increase in premium payment that results from the move to the new home for six months from the new tenancy start date.										
Time off work	Where a Tenant has lost earnings to take time off work on the removal day, they will be compensated for this loss on production of a letter certified by their employer or on evidence of lost income through self-employment. This will be limited to one adult per household.	As per temporary move.										

Arrangements	How it should be carried out and paid for	
	Temporary Move (Arrangements and costs to be paid for each move)	Permanent Move
Travel Costs	Where a Tenant must be decanted to temporary accommodation that is further away from work or education, then SBHA will consider paying reasonable additional travel expenses for the period of the decant.	Where a Tenant has been moved to permanent accommodation that is further away from work or education, SBHA will consider paying reasonable additional travel expenses for the period of six months from the new tenancy start date.
Daily meal allowance	Where cooking facilities are not available, an allowance of £20 per household member per day will be provided for meals. Approval for payment of a daily allowance above this will be approved by the Head of Neighbourhoods and Solutions.	n/a
Advise electricity and gas companies of move arrangements	SBHA will arrange for meters to be read at both properties on the day of the move and will write to electricity and gas (if relevant) suppliers advising that the Tenant is moving from their home to the decant home. The Tenant will be responsible for paying the electricity and has bills for the decant accommodation. SBHA will pay the standing charges for the Tenant's home for the period that they are decanted.	SBHA will arrange for meters to be read at both properties and will write to electricity and gas (if relevant) suppliers advising that the Tenant is moving to their new home.
Advise Council Tax of move arrangements	SBHA will advise the Local authority that the Tenant has moved to temporary decant accommodation. The Tenant will remain liable for the Council Tax payments on the decanted property and SBHA is liable for the permanent property..	SBHA will advise the Council Tax authorities that the Tenant has moved to a new home. SBHA will pay for any increase in Council Tax resulting from a change of Council Tax banding at the new home for six months.
Advised Housing Benefit/DWP of move arrangements	SBHA will advise Housing Benefit that the Tenant has moved to temporary decant accommodation (or when the Tenant is in receipt of Universal Credit, SBHA will assist the Tenant to update their journal with DWP accordingly). In both instances the Tenant is still responsible for paying the rent on their own home. SBHA will also advise Housing Benefit/DWP when the Tenant moves back to their own home.	SBHA will assist the Tenant to make a new claim for Housing Benefit for their new home or update their Universal Credit journal. SBHA will advise Housing Benefit/DWP of the move if Housing Benefit/UC is mandated to the Association.

APPENDIX 2

ROLES & RESPONSIBILITIES

Lead Person/Area	
Director of Customer Services	<ul style="list-style-type: none"> • Approve temporary or permanent decant decisions made by the Head of Neighbourhood & Solutions • Approve discretionary Home Loss Payments • Ensure service quality and oversight in relation to this policy
Head of Neighbourhood & Solutions	<ul style="list-style-type: none"> • Make decisions on temporary or permanent decant requests • Approve higher, exceptional or extended disturbance costs • Oversee the implementation of this policy
Neighbourhood Officer	<ul style="list-style-type: none"> • Lead on communications with tenants regarding the decant process • Identify cases where tenants actions have caused the need for decant • Co-ordinate practical arrangements for decants • Support tenants through the decant process
Chief Executive (or delegated authority)	Approve changes to decant arrangements and costs