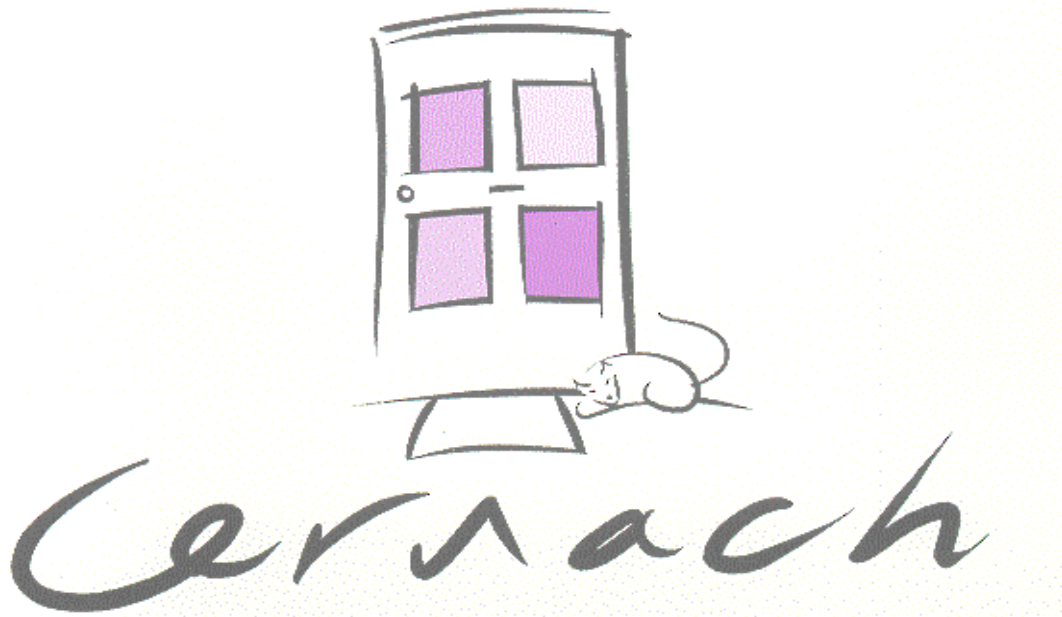


**CERNACH HOUSING ASSOCIATION
LIMITED**



**HOMELLOSS, DISTURBANCE &
DECANT POLICY & PROCEDURES**

Date Approved by Management Committee
Due for Review:

January 2017
January 2020

Cernach Housing Association Homeloss and Disturbance & Decant Policy & Procedure

1. INTRODUCTION

This policy sets out the details regarding payment of Home Loss Disturbance payments and the responsibility of the Association and tenants in respect of decanting and moves to new properties.

Cernach Housing Association Limited will accept responsibility for co-ordinating the temporary/permanent relocation of tenants who require to move as a direct result of the Associations development activities or as the result of major repairs being required, which would leave the property in an un inhabitable condition.

2. RISK MANAGEMENT

The Association has considered the risks involved in failing to adhere to the procedures when a qualifying tenant loses their home as a consequence of demolition. This could result in the Association not complying with its statutory duties which would impact on the Associations reputation as a landlord and result in sanctions being imposed upon the Association by the Scottish Housing Regulator.

3. EQUALITY & DIVERSITY

3.1 The Association's Equality and Diversity policy, which was approved by the Committee in April 2015 following community consultation, outlines our commitment to promote a zero tolerance to unfair treatment or discrimination to any person or group of persons, particularly on the basis of any of the protected characteristics¹. This includes ensuring that everyone has equal access to information and services and, to this end, the Association will make available a copy of this document in a range of alternative formats including large print, translated into another language or by data transferred to voice.

¹ The Equality Act 2010 identifies the "protected characteristics" as age, disability, marriage and civil partnership, race, religion or belief, gender, gender reassignment and sexual orientation.

- 3.2 We are also aware of the potential for policies to inadvertently discriminate against an individual or group of individuals. To help tackle this and ensure that it does not occur, best practice suggests that organisations carry out Equality Impact Assessments to help identify any part of a policy that may be discriminatory so that this can be addressed (please see section 6 of the Equality and Diversity Policy for more information).
- 3.3 In line with section 6.3 of the Equality and Diversity Policy, the Association will apply a screening process based on that recommended by the Equality and Human Rights Commission to ascertain whether each policy requires an Impact Assessment to be carried out. The screening process was applied to this policy and it was decided that an impact assessment is not required.

4. THE ASSOCIATION RESPONSIBILITIES

4.1 Homeloss Payments

- a) The Association will pay Home Loss where a decision has been taken to demolish a property and the tenant has been advised to vacate the property to facilitate clearance for demolition. In order to qualify for Home Loss payment the tenant must have held the tenancy for twelve months prior to the date of the decision to demolish.
- b) Claims for a Homeloss payment must be made within six months of the date of displacement. The Association is obliged to pay this within three months of the claim being made. The rate of Homeloss Payment is determined by the Scottish Government, currently £1,500.00

4.2 Disturbance Payments

- a) A flat rate disturbance payment of £400.00 will be made to tenants when they are decanted or given a direct move, providing they have been compulsorily moved to facilitate clearance and demolition. No receipts will be required.
- b) Should tenants feel this is insufficient, they may appeal to the District Valuer. However, any costs associated with this will require to be met by them and receipts will be required for every item claimed.

4.3 Decant

- a) Direct costs for decanting and direct moves are covered by Housing Association Grant. The Association will therefore be responsible for providing the under noted services covered by Housing Association Grant free of charge to tenants who require to be decanted:
- (i) **Removals** - all the tenant needs to do is pack and unpack their belongings. A reputable removal firm will be employed to carry out the removal.
 - (ii) **Fixed Domestic Appliances** - such as cookers, automatic washing machines and dishwashers are disconnected and reconnected by qualified tradesmen.
 - (iii) **Storage of Furniture** – The Association will not generally pay for storage of tenants' belongings. Where a tenant is being moved temporarily to smaller accommodation, storage of furniture will be offered. Smaller accommodation is determined by fewer bedrooms not space standards.
 - (iv) **Telephones** - the Association will arrange to have these disconnected before the tenant moves out and reconnected on his/her return, and pay all appropriate charges. Telephones will not normally be installed in decant accommodation.
 - (v) **Use of Appliances** - in certain circumstances tenants in decant accommodation may have to be provided with temporary heating and cooking facilities e.g. should a tenant use a gas cooker and is decanted to a property with no gas facility, an electric cooker is provided on loan.
- b) The Association will not be responsible for items not covered by Housing Association Grant. Items not covered and for which the tenant will be responsible for are:

- (i) Dismantling and rebuilding system built furniture
- (ii) Packing belongings for removal. The exception to this would be made for frail/elderly tenants who live alone and do not have any family to assist, or tenants who have a physical/mental disability. Discretion should be used by the Housing Officer where assistance is required for packing.
- (iii) Transit of cash, jewellery, valuables, birth certificates
- (iv) Lifting and relaying carpets, laminate flooring, floor coverings
- (v) Burglar alarms and CCTV
- (vi) Showers, unless installed by the Association as disabled adaptation.
- (vii) Anything else not included in section 4.3 (I-v) above
- (viii) Mail Re-direction

4.4 Decant Procedures

- a) Well in advance of the anticipated date of site start the Housing Officer will visit the tenants in the project to ascertain the size of accommodation required and to determine the individual requirements of tenant (see Appendix One).
- b) This sourced information will be the baseline used to identify the decant accommodation and used to implement Decant Repair scheme.
- c) Prior to removal the Housing Officer will arrange to visit the tenant again to advise them of the imminent removal and issue a provisional date for removal and confirm this 7 days notice in writing. A written note giving the tenant advice on preparing for the removal will be given at this stage. The tenant is to be

advised regarding mail re-direction/costs of same (Tenant responsibility).

4.5 Final inspection of decant property

- (a) Written notice of removal to be served on tenant 7 days prior to removal enclosing copy of general guidance on preparing for the removal (see Appendix Two).
- (b) Standard letter to be sent to landline provider and the removal company confirming verbal instruction.
- (c) On morning of decant, reading of gas/electric meters to be taken at the decant property and the property being vacated. Again before they return.
- (d) Standard letters to be sent to the appropriate utilities confirming meter readings. The Contractor is then billed directly for all units used by them in the tenant's absence.
- (e) Tenant to be revisited throughout the course of the day until such times Housing Officer satisfied everything is in order and tenant satisfied.
- (f) During the course of the decant, accounts will be rendered by Contractors for decant work undertaken. All invoices to be checked and initialled by the Housing Officer and recorded before being returned to Director for payment.
- (g) A report on Decant costs for the scheme to be compiled by the Housing Officer and presented to the Director at the end of the decant programme for each project. (To enable monitoring of the costs expected to be funded from decant allowances).
- (h) An inventory of appliances held for decant use should be maintained by the Maintenance Officer. Electrical testing of all electrical decant appliances will be arranged by the Health and Safety Administrator annually.

5. RECOVERY OF COSTS DUE TO THE ASSOCIATION

- 5.1. If the tenant has rent arrears or rechargeable repairs, this will be looked at on an individual basis. If a regular payment plan is being maintained for at least 3 months the case should be discussed with the line manager in relation to deductions.
- 5.2. A statement showing how the final sum is arrived at will be issued to the tenant with the payment cheque.

6. RENT

Tenants who are decanted will be given a Short Secure Tenancy for their decant flat and will pay the appropriate rent for that flat.

7. LEGAL & REGULATORY FRAMEWORK

- a) This policy is governed by the rules laid down by Scottish Government and guidance by Glasgow City Council relating to Home loss and Disturbance payments.

8. POLICY REVIEW

- 8.1 The Homeloss and Disturbance and Decant Policy shall be reviewed every three years or sooner as deemed necessary by the Management Committee. The success of the policy shall be measured against the following outputs and outcomes: -

<i>OUTPUTS</i>	<i>OUTCOMES</i>
Information leaflet for tenants on Home loss and Disturbance payments and Decant procedures	Clarity for tenants on Association and tenant responsibilities in relation to Homeloss and Disturbance and decants
Guidance for staff and committee	Compliance with Performance standards

Cernach Housing Association
Homeloss/Disturbance & Decant Policy & Procedure



APPENDIX ONE

Project _____

Tenant _____ Ref No: _____

Address _____ Size: _____

Location _____

Tel No: _____ Work/Other _____

Occupants:

NAME	AGE	RELATIONSHIP TO TENANT	COMMENTS

Medical Case/Doctor _____

Shift Worker/Place of Work _____

Heating: Gas/Electric (Delete As Necessary)

Electric Meter: Dry/Powercard (Delete As Necessary)

Cooking: Gas/Electric (Delete As Necessary)

Gas Meter: Dry/Coin/Quantum (Delete As Necessary)

Plumbed W/Machine Yes/No (Delete As Necessary)

Dishwasher: Yes/No (Delete As Necessary)

Television

Telephone

Access _____

Access _____

Location _____

Location _____

FITTINGS

Electric Shower: _____ Additional Sockets: _____

Glass Doors: _____ Heated Towel Rail: _____

Shower Point: _____ Fire: _____

Wall/Storage Heater: _____ External Lights: _____

Fireplace: _____ External Bell: _____

Special Adaptations: _____ Wall Lights: _____

Garden Condition: _____ Pets: _____

Hut/Garage: _____

Housing Officer: _____

Date: _____

INFORMATION FOR TENANTS

ON

HOME LOSS PAYMENTS
&
DISTURBANCE PAYMENTS



HOME LOSS PAYMENT

Q. HOW DO I QUALIFY FOR A HOME LOSS PAYMENT?

A. If you have lived in your house for one year or more and your home will be lost through demolition you may apply for a Home Loss Payment.

Q. WHEN CAN I APPLY?

A. Applications can be made when you permanently move from your home, following Glasgow City Council (DRS) approval for the scheme in which your current house is situated.

Q. HOW MUCH WILL I GET?

A. There is a standard rate of £1500 paid out. However, if you owe money to the Association for rent arrears, or recoverable repairs these will be deducted from your payment. The items deducted will be advised to you at the time of payment.

Q. WHERE DOES THE MONEY COME FROM TO PAY HOME LOSS?

A. The money comes from Glasgow City Council (DRS) and they must be satisfied that it is a legitimate claim before they will pay out.

DISTURBANCE PAYMENT

Q. WHAT IS A DISTURBANCE PAYMENT?

A. It is a payment to reimburse you for costs incurred because you have had to move as a consequence of clearance and is payable **after** you move to your new home.

Q. HOW DO I QUALIFY?

A. There is no qualifying residency period as there is with Home Loss so you can claim even if you've lived in the house for less than one year.

Q. CAN I CLAIM IT AS WELL AS HOME LOSS?

A. Yes.

Q. WHAT KIND OF THINGS DOES A DISTURBANCE PAYMENT COVER?

A. There are no strict guidelines but items such as having carpets lifted and refitted, having carpets or curtains altered because they no longer fit etc may qualify.

Q. HOW MUCH CAN I CLAIM AND DO I HAVE TO SUPPLY RECEIPTS WITH MY CLAIM?

A. You can claim a flat rate of £400 and you do not have to supply receipts.

Q. WHAT IF I FEEL I AM ENTITLED TO MORE THAN £400?

A. You can ask the District Valuer to evaluate your claim and you would require to have receipts to substantiate it. You would also require to meet the cost of the District Valuer's fees. There would be no guarantee that you would obtain more than the flat rate of £400.

APPENDIX TWO B

INFORMATION FOR TENANTS

ON

DECANT ARRANGEMENTS

COMMON QUESTIONS ANSWERED

Q. WILL I STILL PAY RENT?

A. Tenants will pay rent appropriate to the decant flat they occupy.

Q WHAT HAPPENS ABOUT MY TENANCY AGREEMENT

A Before you move into your decant accommodation you will sign a six month Short Scottish Secure Tenancy Agreement. This gives you the same rights as your previous full Contractual Tenancy but lasts for a limited period of time. Just before six months are up you will be asked to sign an agreement allowing your Short Scottish Secure Tenancy to renew automatically on a monthly basis until you move into your new permanent tenancy.

Q WHAT HAPPENS WHEN I FINALLY MOVE INTO MY NEW HOUSE

A You will sign a Scottish Secure Tenancy Agreement giving you the same rights and obligations as your previous tenancies.

Q. CAN I HAVE MY FURNITURE STORED?

A. The Association will not generally store tenants' furniture. However, if you wish to stay with relatives until your home is improved, you would not require to pay rent and you could use the money you save on this to pay for storage.

PREPARING FOR YOUR REMOVAL

You will have to pack your own belongings - unless you are elderly or infirm, in which case assistance may be arranged.

Clothes

Any clothes hanging in wardrobes should be removed and packed separately. All clothes hangers should be removed, bound together and packed separately.

Any clothes stored in drawers at present may be left there, if you so wish (see note on self assembly furniture). All other items of clothing, bedding, curtains etc should be packed in suitcases or cardboard boxes- - but if you do not have enough of these, the Housing Officer may be able to supply you with a few plastic bags.

Breakables

Each item should be wrapped individually in newspaper, and packed snugly together in a stout, preferably wooden box. Any spaces should be filled with screwed-up newspaper, so that nothing moves when the box is lifted.

It is essential that this is done correctly otherwise the removal contractor will accept no responsibility for any resultant breakages.

Should you wish to have such items packed professionally, our removal contractor can supply this service and bill you for it.

Foodstuffs

Pack foods together in a tin or box and label it. **No foodstuffs or other perishables should be sent for storage.**

Valuables

You are entirely responsible for the transit of cash, jewellery or other valuables. **You should not pack these items for removal or storage.**

Vital documents such as passports, birth certificates or insurance policies also fall into this category.

INSURANCE

Household Contents

- * Household contents insurance is your responsibility.
- * Inform your insurance company that you are moving to alternative accommodation.
- * Make sure that your household contents are adequately covered at your new address.
- * Make sure that any outbuildings and their contents are adequately covered during your absence.

Removal

- * It is your responsibility to make sure that your belongings are prepared properly for removal.
- * Neither the removal firm, nor any other contractor employed by the Association will be responsible for damage to your property, which was not caused by their negligence.
- * The removal firm may ask you to sign a document saying you are happy with the way they have conducted your removal. Before signing, you must make sure that all your belongings have, in fact, been delivered, and that they are not damaged.

- * Should any damage occur you must:-
 - a) Inform the Housing Officer handling your removal immediately
 - b) Inform the Contractor, in writing, within 48 hours of the removal
- * Goods taken in transit are covered by the removal contractors insurance.
- * Goods taken into storage are insured against fire and theft.

Self-Assembly Furniture

Furniture of this sort is generally made of composition board (rather than wood) and held together by screws (instead of mitred joints). As a result, it is not very robust, and can be easily damaged by removal - not by any negligence on the part of the removal contractor, but simply by moving it.

You should empty any items of self-assembly furniture and pack the contents separately. This will reduce the load on the screws, and help prevent unnecessary damage.

If possible, any bulky items should be dismantled before removal.

Domestic Appliances

These must be prepared for removal according the manufacturer's instructions. Consult the instruction manual supplied with the appliance - if this isn't very helpful, contact the manufacturer.