



Replacement Homes Policy

Version 1

Approved by: Executive Team

Approved date: 4 April 2017

1.0 Introduction

- 1.1 This Policy outlines our approach when we ask you to move from your home, either on a temporary or permanent basis.
- 1.2 A temporary move is where we expect you to move back to your main home. A permanent move is where you move to another property and will not move back to your current home.
- 1.3 This Policy applies to all areas of Optivo, except student and keyworker accommodation, shared owners and leaseholders.
- 1.4 When we use 'you' and 'your', we mean tenants. The terms 'we', 'our', and 'us' mean Optivo.

2.0 What support you can expect

- 2.1 We understand moving home can be disruptive. We aim to make the process run smoothly for you. Each move is different and we'll take your needs into consideration.
- 2.2 We will assign a dedicated officer to support you throughout the process and liaise with your family, carers or support workers. They will meet you to discuss your accommodation needs and specific support needs.

3.0 Temporary Moves

3.1 When we may ask you to move

- 3.1.2 We may ask you to move out of your current home temporarily because it needs repairs or refurbishment to make it safe to occupy. This is known as a "decant".
 - 3.1.1 We will always consider if work can be done without you moving out of your home, taking your opinion into consideration. This may not be possible if work may be disruptive or dangerous. We will make the final decision, based on the risk to the household and / or visitors.
 - 3.1.3 We will advise you of your re-housing options and when we expect the move to happen. In cases of fire, flood or another serious issue, you must move immediately for safety reasons.

3.2 The accommodation we'll offer you

- 3.2.1 We will provide suitable alternative accommodation. We will make you one reasonable offer of accommodation, based on your housing need (see [Appendix Three](#)). And consider your circumstances and preferences. This may be one of our homes or accommodation we don't own.

3.3 What happens to your tenancy if you move to a home we own

- 3.3.1 If you move temporarily until your main home is safe to occupy, we'll issue you a temporary occupancy agreement. You need to continue to pay rent for your main home. If the rent on your temporary home is lower, we'll refund the difference.

3.4 What happens to your tenancy if you move to a home we don't own

- 3.4.1 If we move you into other accommodation, such as a hotel, bed and breakfast, private property, or any other home not owned by us, you'll need to continue to pay rent for your main home. We will pay the costs of the temporary accommodation and any agreed additional expenses.

3.5 Compensation you may receive

- 3.5.1 Temporary moves (decants) are eligible for Statutory Disturbance Payments. See [Appendix One](#) for details of compensation payments.
- 3.5.2 We may issue you a pre-payment card with funds credited to it.
- 3.5.3 You may be able to leave your belongings in your main home. If we agree, it's at your own risk. You will need to sign a disclaimer and should make sure your belongings are insured.

Other options may include putting your belongings in storage or in some circumstances we'll move your belongings to your temporary home. The options will be discussed with you as part of the temporary move process. We will pay the costs to store or move your belongings.

3.6 Refusal to move

- 3.6.1 If you refuse to leave your home, we can apply for a court order.
- 3.6.2 If we arrange any appointments or services to help you move and we have to cancel them because you don't move, you may have to cover the costs. For example, if we need to cancel removals.

4.0 Permanent Moves

4.1 When we may ask you to move

4.1.1 We may ask you to move out of your current home permanently because:

- It's unsafe to occupy
- It's part of a redevelopment project
- We decide to dispose of it.

4.1.2 A Director of the relevant service area will decide when we'll move you permanently, informed by the nature of the work or development project.

4.1.3 At the earliest possible stage, we'll let you know we need you to move. We will advise you of your re-housing options and when we expect the move to happen. We will confirm our discussions in writing.

4.3 The accommodation we'll offer you

4.3.1 We will make you a maximum of two reasonable offers of accommodation, based on your housing need (see [Appendix Three](#)). And in consideration of your circumstances and preferences. If you refuse the second (final) offer we may take legal action to end your tenancy.

4.3.2 We will work in partnership with Local Authorities in areas you want to move to. And ensure you have the correct priority on the Housing Register enabling you to move to another property as soon as possible.

4.4 What happens if a suitable property isn't available by the time you need to move

4.4.1 If we need to move you temporarily until suitable permanent accommodation is available, we'll issue you a temporary occupancy agreement and confirm the rent and charges you have to pay.

4.4.1 We will give you regular updates and work with you to find a permanent home.

4.5 Compensation you may receive

4.5.1 You may qualify for compensation payments depending on the length and type of your tenancy e.g. statutory home loss payment and / or statutory disturbance payment. See [Appendix Two](#) for details of compensation payments.

4.5.2 If we move you to temporary accommodation ([see 4.3.4](#)), you may be able to claim for costs. See [Appendix One](#) for details of compensation payments.

4.6 Refusal to move

4.6.1 If you refuse to leave your home, we can take legal action to end your tenancy.

4.6.2 If we arrange any appointments or services to help you move and we have to cancel them because you don't move you may have to cover the costs. For example, if we have to cancel removals.

4.7 What happens to your tenancy

4.7.1 You will surrender your current tenancy and sign a new tenancy agreement for the property you move to. Usually we'll offer you the same security of tenure and any rights you had with your previous tenancy. The exception is where we're not able to offer the same security at a specific property by law or regulation. One example of this is under the Homes and Community Agency Tenancy Standard, which states:

'Registered providers (i.e. Optivo) shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms.'

5.0 Appeals

5.1 You can appeal if you feel we've not followed our Policy in relation to:

- The first (final) offer of accommodation we make you for a **temporary move** (see [Section 3.2](#)). Except in cases of fire, flood or other serious issue, where you must move immediately for safety reasons.
- The second (final) offer of accommodation we make you for a **permanent move** (see [Section 4.3](#))
- The compensation we offer you (see Appendices [One](#) and [Two](#)).

5.2 You should make your appeal within 10 working days of our offer.

5.3 Appeals will go to the relevant Director. We will let you know our decision within 10 working days.

5.4 When we've completed your appeal, our decision is final. We won't reconsider the decision through our Complaints Resolution process.

6.0 Review

6.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.

Appendix One – Temporary decant compensation

- 1.1 If you incur additional travel costs because of the location of your temporary accommodation you can claim the following:
- Additional mileage (mileage allowance is based on the National Joint Council (NJC) casual car users allowance)
 - Public transport costs
 - Taxis fares for getting children to school, where public transport isn't available.
- 1.2 Where facilities are not available, you may also claim for:
- Laundry costs
 - Meals – the level of compensation will depend on whether you're in hotel accommodation or other accommodation.
- 1.3 We will consider compensating you for other costs depending on the length of time you'll be living in your replacement home. Examples are:
- Disconnection and re-connection of appliances
 - Removals
 - Decorating
 - Redirecting post
 - Curtains and / or blinds
 - Replacement flooring/ Carpeting
- 1.4 We have guidelines on how much we'll usually pay in disturbance payments. If we have proof you've incurred higher costs, we'll deal with these on a case by case basis.

Appendix Two – Permanent decant compensation

1.0 Statutory home loss payments

- 1.1 You're entitled to a statutory homes loss payment if:
- You've been living in your home, as your main residence, for at least one year
 - **and**
 - You're an Assured Tenant (including Assured Shorthold Tenants), Secure Tenant or we've granted you a Licence to Occupy under a contract of employment.
- 1.2 When you qualify for statutory home loss payment, we'll:
- Check the current amount we need to pay you
 - Complete the Statutory home loss payment form and submit to the relevant Director for approval.
- 1.3 The payment is currently £6,100 (as of 1 October 2017). The amount is determined by [Government regulations](#) and reviewed each year.
- 1.4 We will make the payment to you within one month of receiving your claim. We will divide the payment equally between joint tenants (Unless they agree and nominate one person to receive the payment).
- 1.5 You should make your claim for your statutory home loss payment as soon as possible after your move. However, you can claim your statutory home loss payment anytime within six years of the move.

2.0 Statutory Disturbance Payments

- 2.1 Statutory Disturbance payments relate to reasonable expenses a tenant incurs because of a move to a replacement home. For permanent moves, these payments are in addition to any statutory home loss payment. We cannot limit or cap the amount you can claim, or are entitled to. However, we have guidelines on how much we'll usually pay in disturbance payments. If we have proof you've incurred higher costs, we'll deal with these on a case by case basis.
- 2.2 Expenses the disturbance payments may cover are:
- Disconnection and re-connection of appliances
 - Removals
 - Decorating
 - Replacement flooring/ Carpeting (including adjustment and re-fitting of existing carpets)
 - Redirecting post
 - Replacement curtains and / or blinds
 - School uniforms if children have to change schools.

Appendix Three - Property size

(from our [Housing Options & Lettings Policy](#))

It's important we make the best use of homes, as part of our regulatory responsibility. We do this by calculating the number of bedrooms for a household based on:

One bedroom for:

- Each couple or person over 16
- Two children under 16 (if the same gender)
- Two children under 10 (any gender)
- A carer (who doesn't normally live there) if overnight care is required
- Approved foster carers, currently fostering or who have fostered a child or registered to foster in the last 12 months
- An adult child serving in the armed forces, who still lives with their parents when not on service
- Disabled children, where the local authority agree a shared bedroom is not appropriate.

We will be clear about the minimum number of occupants for each home when we advertise them. Here are some examples:

- Smaller three bedroom homes with two double bedrooms and one single bedroom will be allocated to households with a minimum of three people
- Larger three bedroom homes with two double bedrooms, a single bedroom and a dining room will be allocated to households with a minimum of four people
- Smaller four bedroom homes with one double bedroom and three single bedrooms will be allocated to households with a minimum of four people
- Larger four bedroom homes with one double bedroom and three single bedrooms and a dining room will be allocated to households with a minimum of five people.

Each home is different. The list above is illustrative and not exhaustive.