

# Decanting Policy And Procedures

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## Scottish Social Housing Charter Relevant Standards and Outcomes

### STANDARD

#### Section:- The customer/landlord relationship

##### 1. Equalities

Social landlords perform all aspects of their housing services so that:

- *every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services*

##### 2. Communication

Social landlords manage their businesses so that:

- *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.*

##### 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.*

#### Section:- Getting good value from rents and service charges

##### 13 Value for money

Social landlords manage all aspect 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.*

## Scottish Housing Regulator – Relevant Standards of Governance and Financial Management and Guidance

<b>STANDARD</b>	
<b>1</b>	The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users. <b>Relevant guidance: 1.3</b>
<b>2</b>	The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities. <b>Relevant guidance: 2.2</b>
<b>4</b>	The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose. <b>Relevant guidance: 4.3</b>

# **DECANTING POLICY AND PROCEDURES**

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## **DECANTING POLICY AND PROCEDURES**

### **1. INTRODUCTION**

- 1.1 There may be occasions when the Association will have to decant individuals or groups of tenants. Decants are usually necessary when a property is in need of major repair work or needs to be refurbished, modernised or demolished or where works of repair may severely inconvenience the tenant's enjoyment of the property due to excessive noise, dust or movement of furniture. In this policy, the term "tenant" refers to individual or joint tenants and those members of their household legally occupying the property as their full-time residence at the date of decanting.
- 1.2 The Association will work with tenants throughout the decant process to ensure that any disruption is kept to a minimum.
- 1.3 Where applicable, payments may be made to decanted tenants under the following categories:-
  - Home Loss Payments
  - Decant Payments
  - Replacement Allowances
  - Redress Policy Payments
  - Planned Maintenance Allowances
- 1.4 All payments, including those made at the discretion of the Association, may be offset, wholly or partly, against any debts owed to the Association by tenants.
- 1.5 The Association will, as far as reasonably possible, ensure that existing tenants that require to be decanted can remain in the locality of their existing home. However, this may not always be possible due to lack of stock and the Association will work with tenants to try and provide appropriate options for rehousing.

### **2. DEFINITIONS**

- 2.1 Decanting is a legal definition used to explain the process where tenants are required to move from their homes due to the reasons stated above. These circumstances may involve major repair or improvement to the property (resulting in a significant change of character to the property, e.g. building an extra room) and will require tenants to move out, either temporarily or permanently, for the works to be completed. Decants can be categorised as follows:-
  - A Permanent Decant – when a tenant is moved out of their property and there is no intention to return them to it.

- A Temporary Decant – when a tenant is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity

2.2 There may be occasions when a temporary decant becomes a permanent move, i.e. if the extent of works required is so great that the Association deems it inappropriate to repair or improve the property. The Association does not, however, consider it appropriate to use the decanting process as a means to move tenants permanently who may wish to transfer for reasons other than those identified as the reasons for decanting.

### **3. AIMS AND OBJECTIVES**

#### **3.1 Aims**

- To manage decant proceedings in an efficient and equitable manner.
- To cause the least possible disturbance to tenants who are obliged to decant on either a temporary or a permanent basis.

#### **3.2 Objectives**

- To provide fairness in the calculation of amounts due to tenants (if not determined by statute) using a fair basis for assessment of the loss or costs incurred
- To make reasonable payments to tenants who are being moved on a compulsory basis
- To assist tenants in moving and arranging any move required by the proposed work
- To ensure that accommodation is provided as far as possible with similar adaptations where an individual has particular needs and their existing home has been specially adapted
- To arrange prompt payment to tenants, making every effort to determine the amounts due as soon as possible after the event giving rise to a tenant's claim
- In situations where there is clear evidence of financial hardship caused by the move to allow for interim payments to be made. An interim payment must be approved and paid in accordance with the Association's Standing Orders.

### **4. RELEVANT LEGISLATION**

4.1 The Land Compensation Act 1973 is the relevant legislation for making payments to tenants and owners. The payments are intended to compensate for the upheaval and personal disturbance involved in an involuntary move.

4.2 In order to qualify for a home loss payment, a claimant is required to meet all the following criteria:

- They must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.
- The move must be permanent
- The claimant must be a tenant, an employee in a tied property, a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or any person with any “interest in the dwelling house”.

4.3 In addition to the above the claimant’s removal must be in consequence of one of the following events:

- Compulsory acquisition of the property 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 an RSL;
- Demolition of a dangerous building;

## **5. DECANT ACCOMMODATION CRITERIA**

5.1 The criteria for decant accommodation to be provided by the Association are as follows:

5.1.1 Where possible, tenants being moved due to refurbishment or major repairs will be allocated a property with the same number of apartments as the property in which they already live;

5.1.2 Accommodation will be allocated according to the tenant’s needs which will be assessed by:

- Apartment size according to family composition;
- Location for specific reasons
- Tenant’s stated preference

5.1.3 Due to the dispersed nature of the Association’s housing stock, accommodation from other landlords may be utilised as decant accommodation;

5.1.4 While a tenant is required to move, the rent they pay shall be the same as the rent for their existing property, or where the rent of the decant property is less than that of the existing property then the rent payable will be the lesser amount;

- 5.1.5 Where the decant accommodation is for the purpose of refurbishment or modernising the tenant's existing home, and tenants cannot stay in the decant accommodation permanently. Tenants will require to sign a declaration agreeing to return to their remodelled/modernised home prior to decant moves being arranged;
- 5.1.6 Where a move has occurred to allow demolition of a property to proceed, tenants will be made an offer of permanent alternative housing as soon as properties become available;
- 5.1.7 The Association will co-ordinate and pay for the following, as necessary:
- Furniture removal and storage of furniture where this is required;
  - Mail redirection;
  - Telephone disconnection/reconnection;
  - Gas/electrical appliance disconnection/reconnection i.e. cooker, washing machines, lifting and relaying of carpets and/or curtain and carpet alterations. Where we arrange gas disconnection/reconnection of cookers it is the tenant's responsibility to ensure their appliance meets the existing required standard. The Association's contractors cannot reconnect appliances that do not meet those legal standards;
  - TV aerial/satellite connection/cable;
  - Medical equipment, eg telecare devices.
- 5.1.8 If a tenant wishes to move with no assistance from the Association, then the Association will pay a non-negotiable one-off payment as detailed in Appendix 1.
- 5.1.9 Tenants will need to arrange their own contents insurance;
- 5.1.10 Where the tenant receives emergency alarm or care services or meals on wheels, we will liaise with the appropriate agency to make sure that the service is transferred to the decant property and then back to the permanent property.
- 5.1.11 We will ensure that, as far as possible, the decant accommodation provided by the Association will be to the normal letting standard of the Association.

- 5.2 Tenants who have to move due to major works will have a legal right to return to their original property, where this is practicable.

## **6. HOME LOSS AND DECANT PAYMENTS**

### **6.1 Home Loss**

Home Loss payments will be made to tenants where they qualify under the criteria set out in Section 4. The amount that will be paid is detailed in Appendix 1.

## 6.2 Decant Payments

Decant Payments will be made to tenants where they are to be temporarily relocated to alternative accommodation as defined in Section 2. The amount that will be paid is detailed in Appendix 1. The payment will be the same if the tenant makes their own re-housing arrangements.

## 7. REPLACEMENT ALLOWANCES

7.1 Replacement Allowances are to ensure that tenants are not significantly “out of pocket” as a direct result of works taking place in their home. These are contributory compensation payments to reflect the fact that particular household items, such as carpets, blinds and floor coverings may no longer fit into an altered house.

7.2 Types of Allowances provided.

The following are the allowances available and the criteria for issuing them, with the amounts payable detailed in Appendix 1.

### 7.2.1 Decoration

Where properties have been the subject of decanting arrangements, all rooms affected by the works will normally be fully decorated prior to the return of the existing tenant or allocation to a new tenant. If the tenant chooses to be paid a decoration allowance, this will be paid as detailed in the Voids Policy.

### 7.2.2 Window Blinds

Where replacement windows have been installed which alter the dimensions so that the existing blinds do not fit, an allowance can be made to compensate for alterations or contribute to new blinds on a like for like basis.

### 7.2.3 Floor Covering Allowance

Where damage to floor coverings occurs as a consequence of the work, e.g. where new kitchen units are a different size from existing units leaving a gap in the carpet or other floor covering, then a floor covering allowance may be approved.

### 7.2.4 Removal and Storage of Furniture

The Association will, where required, arrange removal and storage of tenant's furniture directly with a removal contractor on the tenant's behalf. The Association must ensure that all necessary insurances are in place to cover the potential for damage of tenant's furniture during removal or while in storage.

#### 7.2.5 Planned Maintenance Allowances

These allowances will be payable to tenants whose kitchens have been fully replaced as part of the Association's Planned Maintenance Programme.

### **8. EMERGENCY SITUATIONS**

8.1 In emergency situations that require tenants to be removed from their property immediately for short periods of time to allow repair and reinstatement works to be carried out, the Association will assist in locating suitable temporary accommodation for the tenant, their family and any pets. In these circumstances compensatory allowances may be paid in accordance with the Association's Redress Policy.

### **9. INSURANCE**

9.1 Where applicable, the Association's insurers will be advised of the circumstances requiring the emergency removal of a tenant from their property and the potential claim for the recovery of the costs involved in decanting and providing temporary accommodation. The insurers will consider *reasonable* costs in claims for compensation but will not consider claims in respect of tenants' contents.

9.2 The staff member assigned to such emergencies must take photographic evidence as an early record of what has been damaged within (and outwith if required) the tenanted property all in accordance with the Association's Insurance Claims Policy and Procedures.

### **10. HEALTH AND SAFETY**

10.1 This policy will be implemented in compliance with all relevant statutory Health and Safety requirements and regulations.

### **11. GENERAL DATA PROTECTION REGULATIONS**

11.1 The Association will treat your personal data in line with our obligations under the current data protection regulations and our own policies and procedures.

11.2 Information regarding how your data will be used and the basis for processing your data is provided in the Association's Privacy Policy.

## **12. REVIEW**

12.1 This document will be reviewed by the Board or Sub-Committee set up for that purpose in accordance with the requirements of the Association's Register of Policies and Procedures.

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## Appendix 1

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LOCHALSH AND SKYE HOUSING ASSOCIATION

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|---|---|
| 1. Home Loss Payments   | £1,800  |
| 2. Decant Payments  | £150 on moving out of existing property.<br>£150 on moving back into existing property.   |
| 3. Replacement Allowances   |   |
| Blinds (per blind)  | £50   |
| Replacement carpet  | Up to £300  |
| Replacement wooden or laminate flooring or floor tiles  | Up to £300  |
| Maximum allowance for all floor coverings   | £900  |
| 4. Full removal service including removal and storage of furniture and all household items, redirection of mail and telephone and uplifting of carpets and floor coverings. | Actual costs paid by Association  |
| 5. Tenants making their own arrangements for removal and return.  | £300  |
| 6. Short-term emergency decant costs<br><b>NB</b> Tenants involved in short-term Emergency decants are not eligible for the Decant Payments listed at 2 above.              | Reasonable costs of B&B accommodation for the household, meals and any other out of pocket expenses in accordance with the Redress Policy. <b>NB</b> Insurers will expect approved claims to be based on local rates for these items. |
| 7. Planned Maintenance Allowances for Kitchen replacements.   | £150 per property   |

SCHEDULE OF REVISIONS		
DATE	REVISION No.	DETAILS
08/11/2019	V1	ADDED: Cover page – new SHR Standards of Governance and Financial Management
08/11/2019	V1	ADDED: NEW Point 11 - <b>GENERAL DATA PROTECTION REGULATIONS</b>
19/01/2021	V1	Board agreed to re-approve policy with no amendments required
17/02/2026	V1.1	Updated costs added to Appendix 1 to reflect current prices/inflation changes.