



Decant Policy

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1. Aim and scope of policy

- 1.1 A decant is when we temporarily moving customers out of their home so that major repairs, improvements, or redevelopment can be carried out safely and effectively. The move is usually to a suitable alternative property, and customers will return to their original home (or a new permanent home) once the work is complete.
- 1.2 We are committed to ensuring the safety, wellbeing, and satisfaction of our customers. We will act promptly when required, providing suitable alternative accommodation that reflects household needs, required location, and reasonable duration. We will try to prevent a decant if it's safe, possible and meets the customer's needs.
- 1.3 The aim of this policy is to manage customer decants in compliance with our legal duties as a social landlord to ensure customers are safely and fairly relocated when their home becomes uninhabitable due to repairs, redevelopment, or emergencies, while minimising disruption, prioritising customer wellbeing and delivering value for money.
- 1.4 We will uphold equality, transparency, and compliance with all legal obligations, while continuously monitoring and reviewing decant cases to ensure value for money, correct use of resources and to continually improve service delivery.
- 1.5 The decant policy supports our goals by:
 - Safety & Quality: Ensuring customers are moved promptly when homes are unsafe or undergoing major works, maintaining our commitment to safe living conditions and Decent Homes.
 - Customer Service: Clear communication and support to reduce stress and build trust.
 - Support: Consideration of individual needs (medical, family, location & reasonable adjustments), promoting inclusion and wellbeing.
 - Compliance & Sustainability: Aligning with statutory requirements to reduce legal risk and reputational damage.
- 1.6 This policy applies to all customers with secure or assured tenancies, including AST's, licences, older persons accommodation and market rent. This policy does not apply to Leaseholders unless the property is within the defect period, whereby we will decant Shared Owners and Leaseholders as well as general needs customers as the developer is responsible for the costs. This policy does not apply to customers whose property may be deemed uninhabitable through deliberate actions.

1.7 Operational teams need to have an awareness and adhere to this policy including Neighbourhoods, Voids, Customer Experience, Lettings, Building Maintenance (including out of hours), Assets and ASB and Tenancy Sustainment teams.

2. Definitions

Emergency Decant: Immediate move due to critical health and safety risks such as fire or flood (within 24 - 72 hours)

Temporary: Short-term relocation for repairs to be completed, customer to return on completion of works (days to months)

Planned Decant: Longer-term for major works such a regeneration or refurbishment (usually up to 6 months, but could be longer)

Permanent Decant: Permanent move due to property not being available any longer due to demolition, conversion, sale or redevelopment (6-12 months).

3. Policy

3.1 Our approach includes clear communication about reasons, timelines, costs, and rights, alongside statutory and discretionary financial assistance for disturbance and home loss (where applicable).

3.2 Where damage is as a result of deliberate damage by the customer, emergency accommodation may be provided if the property is unsafe for the customer to remain in, but we may refuse payments, recover costs and / or consider legal action to end the tenancy for breach of terms.

3.3 Customer Responsibilities:

- Maintain the terms of their existing tenancy agreement while in alternative accommodation
- Continue paying rent, council tax, utilities and any other bills that fall due on their principal home during decant period
- Not to return to the existing property while decant works are being completed for health and safety reasons, unless agreed prior with the repair's supervisor
- Return to their principal home when advised safe to do so – this could be on completion of initial repairs issues and not on completion of all repairs, which could be resolved in situ
- Leave decant accommodation and return to existing property when requested by us to avoid any legal action commencing
- Cover any damage to temporary accommodation (if applicable).

3.4 Landlord Responsibilities:

- Arrange and fund alternative accommodation if necessary – this could be within our own stock, hotels, air BnB, or we may install kitchen or bathroom pods if it's possible to do so, to enable customers to stay in their home
- Pay reasonable costs and expenses – see Appendix 1
- Complete works in a timely manner without unnecessary delays
- Provide clear communication with frequent updates – these will usually be fortnightly by a named contact, where possible

- Follow internal authorisation process.

3.5 Principles

3.5.1 Decanting should only be considered when no safe or practical alternative exists.

3.5.2 We will act promptly once a property is identified as unsafe or requiring major works, completing risk assessments and initiating the decant process without delay.

3.5.3 Customers will be consulted at the earliest opportunity and kept informed throughout the process. Where feasible, customers will be offered the option to return to their original home after works are completed. This will depend on time anticipated to complete the works, property size, redevelopment plans, and local authority agreements. Customers will be asked to agree and sign accordingly that they will return to their original home.

3.5.4 Suitable alternative housing will be offered that meets household needs, considering size, location, medical requirements, and duration of works. Where possible, accommodation will be on a like-for-like basis, but temporary solutions may differ due to availability.

3.5.5 Where possible, we will aim to keep customers near their local school, GP's, support networks, places of work and other reasonable requirements enabling consistency with their day-to-day life and minimising disruption. If this is not possible, then we will cover reasonable costs.

3.5.6 In emergency decant situations we will consider an essentials pack (toiletries, clothing, food) and practical help to move quickly to immediate safe accommodation. This may be to stay with friends and family if practicable to do so.

3.5.7 Customers will receive information about:

- The reason for the decant.
- Expected duration and timelines.
- Financial support available.
- Their rights and responsibilities during the process.

We will continue to update the customer at regular intervals throughout the process.

3.5.8 Statutory Home Loss and Disturbance payments will be provided where applicable, alongside discretionary payments.

3.5.9 We will make reasonable adjustments for vulnerable customers and ensure compliance with the Equality Act 2010, including considering any known protected characteristics (age, disability, race, religion, sex, sexual orientation, gender reassignment, marriage or civil partnership, pregnancy and maternity).

3.5.10 We will give careful consideration to customers who may be at risk of domestic abuse or anti-social behaviour in this situation.

3.5.11 Decant cases will be reviewed and monitored on a regular basis to ensure continuous service improvement.

3.6 Commitments

3.6.1 A decant assessment will be carried out by the Neighbourhood Officer to identify housing needs and any support required (e.g., health, mobility, pets).

- 3.6.2 Where possible, we will attempt to provide a single point of contact for continuity and contact will be via the customers preferred method of communication.
- 3.6.3 If decent accommodation is essential, we will ensure it meets our lettable standard and will be safe and habitable – see Appendix 2.
- 3.6.4 If it is possible for the customer to remain in their home by not using certain rooms or by installing external kitchen or bathroom pods this will be an option that will be considered with the customer.
- 3.6.5 We will consider customer segmentation groups and ensure we identify preferred communication methods during this process.

3.7 Legal Action & Refusals

- 3.7.1 If a customer refuses a reasonable offer of accommodation, we may take legal action under tenancy terms to enable works, and the customer will be liable for any associated costs.

3.8 Tenancy Status

- 3.8.1 Temporary decant: Customers retain their tenancy at their principal home and continue paying rent there.
- 3.8.2 Permanent decant: Tenancy transfers to the new property, and rent is paid on the new address.
- 3.8.3 Licence agreement: A licence agreement will be signed when using another VIVID property stating the customer must adhere to the terms of their original tenancy. We will not use a licence for temporary decants to alternative accommodation, e.g. hotels.

3.9 Financial payments

- 3.9.1 We will cover costs which are reasonable and we may occasionally have to make Statutory Payments. Details of payments we will and won't cover are detailed in Appendix B.

4. Responsibilities

- The Board and Executive Team provide strategic oversight.
- The Directors Group approve the policy.
- Senior managers embed the policy into operations, monitor performance, and make sure staff are trained.
- The Decant Manager, Director of Property Services or Head of Neighbourhoods oversees the decant cases, approves decants and authorises payments.
- Property teams are responsible for managing works and contractors to minimise the length of the decant and ensure VFM.
- Neighbourhood teams are responsible for liaison with the customer.

5. Related documents

Key Legislation and Regulation

- Decent Homes
- Awaabs Law 2025
- Housing Act 1985 – Grounds for possession for major works.

- Landlord and Tenant Act 1985 – Repair obligations.
- Homes (Fitness for Human Habitation) Act 2018.
- Planning and Compensation Act 1991 – Home Loss payments.
- Housing Health and Safety Rating System (HHSRS).
- Equality Act 2010 – Non-discrimination and reasonable adjustments.
- Data Protection Act 2018 (& GDPR)

This Decant policy should be read in conjunction with the following related policies;

- ASB policy
- Compensation policy
- Complaints policy
- Damp, mould and condensation policy
- Data protection policy
- Domestic abuse policy
- Equality and Diversity policy
- Fire policy
- Health and safety policy
- Housing and neighbourhood management policy
- Income policy
- Lettings policy
- Reasonable adjustments policy
- Risk management policy
- Safeguarding policies (children and vulnerable adults)
- Tenancy policy
- Transparency policy
- Decant procedure

6. References and appendices

- Appendix A
- Appendix B

Co-Creation	This policy was co-created with our customers in October 2025
Equality Impact Assessment	This policy underwent an Equality Impact Assessment in October 2025
Policy Author	Lauren Parrett, Neighbourhood Manager
Policy Owner	Beth Holmyard, Head of Neighbourhoods
Approved by	Directors Group
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Appendix A

Landlord responsibilities – Types of alternative accommodation, Reasonable Costs & Expenses

Core Principles

- Challenge necessity first: Every decant request must include evidence that remaining in the property is not safe or practical, and that all alternative solutions (e.g., in-situ works, partial room closures) have been considered.
- Value for money: Costs must be proportionate to risk and duration and approved at the lowest level possible within thresholds.
- Documentation: Each stage must record justification, alternatives considered and estimated costs.

Alternative accommodation – In order, option must be fully explored before moving down next option. Combination may be used for larger households.

Type of accommodation	Details	Approval
In situ	Agree payment for loss of room (up to maximum of weekly rent) Maximum of £50 per utilised room. Does not include secondary bathrooms, unused rooms or hallways. If kitchen is unusable, we will pay meal costs. For capped payment costs – see procedure.	Repairs Supervisor/ Neighbourhood Officer
Friends and Family	Agree payment equal to rent	Repairs Supervisor / Neighbourhood Officer
Decant accommodation within VIVID stock	Where available	Decant Manager / Head of Service
Pods & pop ups	Suitable for longer term decants as may be delay in installation. Good option for larger households that may be difficult to rehouse	Decant Manager / Head of Service
Guest or short stay suite	Customer must be 55+ and low risk of disturbances. Inc cost of meals if no cooking facilities	Decant Manager / Head of Service
Market rental voids within VIVID stock	Suitable for temporary or planned decants. Must be at lettable standard – see appendix 3	Decant Manager / Head of Service
Void units within VIVID stock	Suitable for temporary or planned decants. Must be at lettable standard – see appendix 3	Decant Manager / Head of Service
Air BnB/caravan park etc	Longer term / family accommodation (some Air BnB hosts won't allow VIVID to book, but we can reimburse the customer)	Decant Manager / Head of Service
Serviced apartment	Short term decants	Decant Manager / Head of Service

Hotels	Emergency or short term decants. Cost of meals if no cooking facilities.	Decant Manager / Head of Service
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Note 1: Use of Existing Stock - In order to ensure VFM and minimise disruption to our customers, we will prioritise the use of our existing housing stock for decants. This includes properties that may already have been advertised and offered to prospective applicants. Prospective applicants who have been offered a property will be given the option to withdraw their acceptance if they wish to apply for an alternative property or choose to wait for a more suitable option. This process will be managed in close collaboration with our Local Authority partners to ensure transparency, fairness, and alignment with wider housing needs.

Note 2: Possessions - Where possessions remain in the property or are stored, an inventory and photographs will be taken.

Reasonable costs and Expenses

Costs we will cover:

Type	Example
Home Loss Payment	Statutory payment under the Land Compensation Act 1973 for permanent moves (currently £8,100 for tenants) Land Compensation Act 1973
Disturbance costs	Removals (including packing), reconnections, storage, mail redirection, utilities in decant property (if necessary)
Regular expenses	Meals (if kitchen facilities unavailable), travel
Discretionary payments	Cattery/kennels, increased travel costs
Temporary accommodation costs	Basic furnishing if unfurnished

Costs we won't cover:

Type	Example
Personal choices / upgrades	For premium accommodation (upgraded rooms), appliances, furniture, decoration
Non-essential services	Storage beyond household contents, specialist pet care, non-essential belongings of items that could remain in situ
Utility bills	At original property
Unrelated travel costs	Holidays
Costs due to negligence or deliberate damage	Failure to maintain decant accommodation, repairs or cleaning
Optional extras	Insurance for personal belongings, entertainment subscriptions

Appendix B

Decant Standards

When we use properties as decants, the standard will depend on whether the move is temporary or permanent:

- Temporary Decants: Properties will be prepared to our Empty Homes Market Rental and Temporary Accommodation Moving In Standard.
- Permanent Decants: Properties will be prepared to our Empty Homes General Needs Moving In Standard.

More information can be found here [moving-in-standard.pdf](#)

The difference

Our Empty Homes Standard for Market Rental and Temporary Accommodation Homes is broadly aligned with our General Needs Standard, with a few key differences. These differences relate to decoration, flooring, and appliances.

Decoration

- Homes will be let in good decorative order.
- Where full redecoration is needed, we will decorate all rooms. If only minor wear and tear is present, we will carry out touch-ups.
- External decoration will follow our cyclical maintenance programme.

Flooring

- We provide flooring throughout all Market Rental and Temporary Accommodation homes.
- Kitchens and bathrooms will have non-slip vinyl flooring, consistent with our General Needs properties.
- Carpets will not always be replaced between customers, but we will ensure they are clean and in good condition.

Appliances

Market Rental and Temporary Accommodation homes include essential appliances such as:

- Cooker
- Fridge freezer
- Washing machine

Appliance provision may vary by scheme, but all supplied items will be clean and in good working order.