



DECANT POLICY 2017

1.0 PURPOSE OF THIS POLICY

The purpose of this Policy is to describe Ochil View Housing Association's (the Association's) arrangements when tenants are required to temporarily move from their home in order to permit a repair, an improvement or an adaptation to be completed.

The property where works/repairs are being undertaken will remain the tenant's only and principal home and occupation of the decant accommodation is only on a temporary basis for the period necessary to complete the works/repairs. Tenants will have no tenancy rights in respect of the decant accommodation during their occupation.

Where tenants require to permanently leave their home to enable the demolition or redevelopment of their home that is outside the scope of this Policy.

2.0 DECANT RESULTING FROM TENANTS' ACTIONS

The Association distinguishes between decant situations where a tenant (and household) is required to decant to temporary accommodation following any action or omission by the tenant (or a member of their household) which has required the tenant (and household) and situations where the decant is required for any reason other than an action or omission of the tenant (or a member of their household).

Examples where a tenant (or a member of their household) has caused or contributed to the need for decant, include:

- ✓ 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; or
- ✓ Alteration carried out by tenant (whether approved by Association or not) has caused damage to the property.

This list above is not a complete list, only examples.

Actions taken by the tenant (or a member of their household) which results in damage or deterioration of the property may be a breach of their tenancy agreement and may result in the Association taking action to recover the possession of the property through legal action.

This Policy sets out the Association's practice depending on the reason for the decant below.

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 to the need for decant, some of the Association's reasonable costs (as set out in the table in section 8.0 below) will 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.

3.0 OBJECTIVES

The Association aims to:

- ✓ Minimise incidence: The Association aims to minimise the number of occasions on which it is necessary to decant a tenant from their home to undertake works/repairs.
- ✓ Minimise duration: To minimise the period of time for which a tenant is decanted from their home, returning them as soon as possible.
- ✓ Maximise tenant satisfaction: To maximise tenant satisfaction with the process of decant and return to their home.
- ✓ Minimise costs: To minimise decanting costs for the Association.

Tenants' health and safety is the major consideration when deciding whether or not decant is required. Tenants will be decanted when works/repairs cannot be carried out safely with tenants in residence or if the property cannot be made safe for occupation at the end of each working day. Decant may also be preferred where this will allow for more rapid completion of works/repairs or where a tenant or member of their household is considered to be vulnerable and less able to cope with the disruption of residing in their home while works/repairs are carried out.

3.1 The Social Housing Charter

Effective arrangements for managing decants is considered by the Association to contribute to achievement of the following Social Charter Objectives:

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

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

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

Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

3.2 Links with Guiding Documents

Corporate and Departmental Plans

Effective arrangements for managing decants is considered to contribute to the Association's following Corporate Objectives:

- ✓ To invest in its existing housing stock to ensure that the Association provides the highest standard of accommodation possible (SO1);
- ✓ To provide a comprehensive and responsive customer service to tenants, sharing and factored owners which supports sustainable tenancies and delivers customer satisfaction
- ✓ .

Risk Management Strategy

Effective arrangements for managing decants is considered to contribute to control of the following risks:

- ✓ Failure to adhere to Health & Safety Legislation and/or Regulations.
- ✓ Failure to properly maintain properties.

3.3 Budget

The Association currently does not expect that decant will be required frequently with fewer than five incidents arising each year through reactive repairs and adaptations. It is not therefore required to set a budget. Where we programme works of improvement to tenants' homes that will require a higher number of decants we will set a budget at that time.

Except where a tenant's (or a member of their household's) actions or omissions have resulted in a decant being required, tenants should not generally bear the cost of decanting and the Association will pay all reasonable expenses incurred. The Association will aim to:

- ✓ Offer of suitable alternative temporary accommodation;
- ✓ Meet the direct costs of making such accommodation habitable on a temporary basis;
- ✓ Pay sufficient allowances to meet additional costs that the tenant may incur while temporarily removed from their home (except where tenant's or a member of their household's actions or omissions have resulted in the decant being required); and
- ✓ Compensate the tenant for disturbance (except where tenant's or a member of their household's actions or omissions have resulted in the decant being required).

If the tenant does not consent to decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property and allow essential repairs to be completed. These will be the minimum repairs necessary to enable safe occupation of the property. If the property does not comply with the Scottish Housing Quality Standards as a result, the Association may seek an exemption for that property.

4.0 CHOICES DURING DECANT

The Association will aim to minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what is available at the time, although decanting in non-emergency situations can be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:

- ✓ Emergency accommodation provided by the local authority;
- ✓ Staying with relatives or friends;
- ✓ Association properties;
- ✓ Hotel accommodation (this option is not available where decant is required as a result of the tenant's (or a member of their household's) actions or omissions); or
- ✓ Temporary Furnished Accommodation.

Emergency Accommodation

The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing. This includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.

As a result, the local authority (Fife or Clackmannanshire, as appropriate) must offer temporary accommodation to the Association's tenants and their families who are unable to remain in their homes as a result of an emergency. Clearly this will not apply where a decant is necessary as a result of planned maintenance or repair.

The emergency nature of this accommodation means that it may only be used for short periods. This may be sufficient to allow works/repairs to be completed but if it is not, the tenant will have to move to other decant accommodation while works/repairs are completed.

Association's properties, hotel accommodation and temporary furnished accommodation

The Association prefers that tenants are decanted to an Association property while works/repairs are completed. However, if such accommodation is not available and the works/repairs cannot be delayed until it is, the Association will make hotel or temporary furnished accommodation available for the decant period. The standard of accommodation provided will be basic accommodation that meets the decanted household's needs. Hotel or temporary furnished accommodation will not be offered where tenant's (or a member of their household's) actions or omissions have resulted in the decant being required.

The type of the property that is available and the duration of the period of decant will determine the issues to be addressed during decant at both the original and the decant address. Where the Association's accommodation is to be used, the property will be thoroughly cleaned and cleared and be at the Lettable Standard before use as decant property.

5.0 CHARGES DURING DECANT

The Association will try to decant tenants into a similar size of property to their permanent home. Tenants who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet their rental obligations and Council Tax charges during the period of decant as follows:

The Council Tax is stopped at the tenant's permanent address and they will be liable at the new decanted address. However, they can apply (and will be assisted by the Association to do so) for an exemption at the permanent home for a period of 6 months. Council tax is different from Housing Benefit as the tenant is liable for the address they are living at. Council tax benefit will be paid based on the decanted address.

The tenant will continue to be liable to pay rent at their permanent property and will not be liable to pay rent at the decant property, even if the rate of rent to be charged on the decant property is higher than their rent for their permanent property.

The tenant should meet their normal full liability for rent and Council Tax, net of any benefits to which they are entitled. The Association will meet the difference between their normal full liability and the costs incurred.

6.0 INSURANCE RECOVERY

Where the need for works/repairs arises as a result of an insured event, being one of the following:

- ✓ Flood
- ✓ Fire
- ✓ Storm damage
- ✓ Dampness
- ✓ Impact by motor vehicle

The Association will be able to recover the following costs from insurance and appropriate records and receipts should be retained to substantiate any claim. Costs that can be recovered under include:

- ✓ Tracing the source of a leak
- ✓ Some repairs
- ✓ Void rent loss in relation to the period where the insurance work only is carried out

For the avoidance of doubt, this section 6.0 does not apply where works/repairs are required as a result of any act or omission of the tenant or a member of the tenant's household.

7.0 STAFF RESPONSIBILITIES

Work in tenants' homes will be supervised by the Technical Services Officer (Inspections). Liaison with the tenant will be by the Housing Services Officer (or Assistant).

8.0 COSTS AND RESPONSIBILITY IN ASSOCIATION DECANT PROPERTY

Item	Liability	Notes
Fuel used during period of occupation	Tenant	Meter to be read prior to and after occupation. If property has card/token meter tenant must purchase fuel as required
Connection of appliances such as cooker, washing machine and fridge/freezer	Association (will be recharged to the tenant if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions)	
Installation of operational TV aerial if not present	Association (will be recharged to the tenant if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions)	This does not include satellite TV.
Provision of basic floor and window coverings (if not present in property)	Association (will be recharged to the tenant if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions)	

At tenant's home during period of decant to temporary accommodation:

Item	Liability
Security shuttering (if required)	Association
Disconnection of appliances such as cooker, washing machine and fridge/freezer	Association (will be recharged to the tenant if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions)
Removal of essential furniture to decant accommodation and return when complete	Association (will be recharged to the tenant if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions)
Removal of non-essential furniture to storage and return when complete	Association (will be recharged to the tenant if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions)
Storage costs	Association (will be recharged to the tenant if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions)
Costs incurred on accessing furniture during storage	Tenant
Fuel/power used by contractor	Association
Returning property to Lettable standard prior to return	Association
Mail redirection or keep safe service	Tenant (if required)

In hotel accommodation or temporary furnished accommodation (not available if decant required as a result of tenant's (or a member of the tenant's household's) actions or omissions):

Item	Liability
Accommodation costs	Association
Meal allowances (available in Hotel only, not in Temporary Furnished accommodation	Association @ £15 per person per day for each day meals taken at accommodation
All other costs	Tenant
Damage to hotel fixtures or fittings	Tenant

The Association will meet costs directly with the hotel or owner of the accommodation.

In addition to the costs above, the Association will make an ex-gratia disturbance payment of £20 per day per household up to a limit of £400. If any additional costs are incurred such as internet, pay-tv or cleaning costs for the room or accommodation, these will be met by the tenant.

The arrangements for costs and allowances require to be confirmed with the tenant in advance of the decant and agreed in writing prior to any move.

9.0 ACTION BY THE ASSOCIATION IF TENANT REFUSES TO REMOVE AND /OR REFUSES TO RETURN

Clearly the matter should be addressed by meeting with the tenant in the first instance and addressing any concerns or fears that they may have. However, when all discussions and negotiations have failed and the tenant is unwilling to co-operate the Association may proceed as follows:

Where a tenant refuses to leave their property which requires works/repairs:

Serving a Notice of Intention to Raise Proceedings in the usual manner and citing Ground 10 of Part 1 Schedule 2 to the Housing (Scotland) Act 2001 and subsequently raising Proceedings for Possession, with reference to Section 16(6) of that Act. This is a Mandatory Ground and no test of reasonableness must be met if suitable alternative temporary accommodation is made available

Tenants have no legal right to remain in a temporary decant property and must return to their original home when they are able to do so.

Where a tenant refuses to return to their property following completion of works/repairs:

Where the tenant refuses to return to their original property following completion of works/repairs then the Association may raise a court action for no right or entitlement to reside in order to recover possession of the decant property.

Under Section 11(4) of the Housing (Scotland) Act 2001 a tenancy is not a Scottish Secure Tenancy where a tenant is temporarily decanted to an alternative property owned by the Association or the local authority and it is agreed that the tenant is entitled to return to their original property.

If the tenant has been decanted to furnished accommodation then they will not have any rights additional to the Association's rights where the Association's interest in the property is that of a lessee under a lease and the lease has terminated. The Association may raise an action under Ground 13 of Part 1 of Schedule 2 to the Housing (Scotland) Act 2001 to recover possession of the property from the tenant.

10.0 TENANT LIAISON DURING DECANT PERIOD

The Association recognises that temporary removal may be a stressful and potentially difficult experience for tenants. The Association aims to minimise tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant on such topics as:

- ✓ Which rooms will be affected by the works/repairs;
- ✓ The expected content and timetable of the works/repairs and other key dates in the process such as dates of removal and return;
- ✓ The level of allowances and payments and when and how these will be paid, including any deductions that will be made for arrears and recharge debt;
- ✓ How will decoration be affected? If the works/repairs do not provide for redecoration, the Association's scheme of redecoration allowances should be referred to and the appropriate allowance paid;
- ✓ What furniture will be moved out – will all affected rooms be completely cleared and if not what measures will be taken to protect remaining furniture;
- ✓ What measures will be taken to protect furniture and tenants' property remaining in the house, in other rooms not affected directly by works/repairs;
- ✓ The tenant should supply all keys to the property to be held by the Association (and contractor) during the period of works/repairs. The tenant must not access the property during this time for health and safety reasons; and
- ✓ Mail will be collected from the property and passed to the tenant by the Housing Officer (or Assistant) on a daily basis. If the tenant wishes mail redirection or *keepsafe* service, they must meet the costs and arrange this.

The tenant should remove any items of high or sentimental value from the property during the period of works/repairs.

The tenant should receive a daily update from the responsible housing officer each day, following a site visit by the Technical Services Officer (Inspections).

11.0 POLICY REVIEW

This policy will be reviewed at least every 5 years.

Graeme Wilson
Head of Customer Services

Policy Review Consultation Process

Considered by the Management Team on	14 June 2017
Recommended by the Customer Services Committee on	22 nd June 2017
APPROVED BY THE MANAGEMENT COMMITTEE ON	27 July 2017
DATE OF NEXT REVIEW	June 2022

Appendices and Procedures

1. Flowchart – who does what and when
2. Advice leaflet for tenants
3. Sample letters to tenant covering
 - a) Arrangements for removal to, and return from decant accommodation
 - b) Terms of occupation of decant accommodation
 - c) Payment of allowances while in decant accommodation
 - d) Description of works in tenant's home

APPROVED

Action	Responsibility
Prior to decant	
Not all actions are required depending on the type of decant accommodation that is to be used	
Decide whether decant is required	ATSM
Decide if tenant is at fault (initial) prior to decant	ATSM
Legal action where tenant will not decant voluntarily	HSO
Legal action where tenant has damaged property	HSO
Agreement with tenant of temporary accommodation during decant using the style agreement attached to this policy	HSO
Arrange removal of essential furniture to temporary accommodation and return at end of decant	ATSO
Disconnection of tenants appliances at their home prior to decant	ATSO
Connection of tenant's appliances at temporary accommodation and return at end of decant	ATSO
Installation of operational TV aerial	ATSO
Installation of basic carpets and curtains	HSO & ATSO
Liaison with Association's insurers	ATSO
During period of decant	
Revise decision if tenant is at fault where new information is available	ATSM
Removal of non-essential furniture to storage for period of decant and return at end of works/repairs	ATSO
Supervision of work in tenant's home	TSO(l)
Assistance with HB/CTB claims during period of decant	TSO
Monitor rent payments during period of decant	HSO
Security measures at tenant's home while decanted	ATSO
Liaison with decanted tenant during period of decant	HSO
Liaison with Association's insurers	ATSO
At end of period of decant	
Reconnection of tenant's appliances at their home	ATSO
Payment of allowances and compensation to decanted tenant	HSO
Return of Association property used for temporary accommodation to letting stock	Void Procedures apply. Treat as termination of tenancy
Post Decant satisfaction survey with tenant	HSO

Temporary removal from your home

This leaflet is a guide for tenants of Ochil View Housing Association who have been temporarily moved out of their home. If you need information that is not within this leaflet, please contact us and ask.

Why do we need you to move from your home?

We need to carry out work in your home which can be done more quickly and/or safely if you are not living there while we complete the work. You will move back when the work is completed.

What work will be done in your home?

We will set this out in a letter to you, this will tell you:

- The work we will do in your home.
- When you will move out and when we expect you to be able to return.
- What the effect of work will be on the decoration in your home.

Where will I move to while work is done?

You may (if you are able to, and want to) stay with friends or relatives while we work in your home. If not, we can provide temporary accommodation for you:

Emergency Accommodation: provided by the local Council for people who are homeless because of an emergency.

Another Ochil View property: if we have suitable alternative accommodation.

Hotel or Temporary Furnished accommodation: if no other accommodation is available, we may pay for a hotel or temporary furnished accommodation (not if we need to move you to repair damage you or a member of your household has caused).

What standard will the temporary accommodation be?

Any Ochil View property used for temporary accommodation will be at the *lettable standard* we use when we let houses. It will be clean, safe and ready for occupation. We will disconnect essential appliances from your home (such as the cooker, fridge/freezer, etc.) and move them. The house will have basic floor and window coverings.

If you move to a hotel, this will be "Travelodge" standard. Temporary furnished accommodation will be adequate to meet the needs of you and your household.

Can I visit my home during the works?

No, we regret that for safety reasons we cannot allow you to return to your home while work is under way. We will ask you to give all keys to the house to us when you move out. If you need to visit the house, we will make arrangements for this to be done under supervision. Any mail will be collected from the house and given to you on a daily basis. You may choose (at your own expense) to use the Royal Mail's *keepsafe* service.

What costs will you be responsible for?

You will be responsible for:

- Paying the rent on your permanent home (we will give you advice on Housing and Council Tax benefit during this period);
- Fuel costs in temporary accommodation;
- Any costs incurred to access furniture while in storage;
- Mail redirection or *keepsafe* service; and
- Any damage done to the temporary accommodation.

What allowances or compensation will you be paid?

We recognise that you may incur some additional accosts while you are living in temporary accommodation. We will pay an allowance of £20 per day (up to a maximum of £400) while you are out of your home.

If you live in accommodation without cooking facilities we will provide a meal allowance of £15 per person per day.

If you are responsible for damage to your home:

We may have to move you out while we repair damage you have caused to your home. If that happens we:

- Will only carry out work in your home that is essential to make it safe for occupation;
- Will not make hotel or temporary furnished accommodation available;
- We will recover our costs from you, including disconnection and reconnection charges, costs incurred in making temporary accommodation habitable, removal costs, appliance disconnection and reconnection costs, furniture storage costs; and
- We will not pay any disturbance or meals allowance to you.

You may be able to recover some of these costs from your household insurance.

Draft letter to tenant:

Decant arrangements

The purpose of this letter is to set out the arrangements for your removal to temporary accommodation while the Association carries out essential building works/repairs in your home.

Some useful information is contained in the Association's leaflet "Temporary removal from your home" and a copy is attached with this letter. Please ask us if you need any additional information.

Why do we need you to move from your home?

We need to carry out work in your home which can be done more quickly and/or safely if you are not living there while we complete the work. You will move back when the work is completed.

You will move from your home on **[date]**.

While you are out of your home, we will provide accommodation for your household at **[address and postcode]**.

We expect that you will be able to move back to your home on **[date]** but this is subject to satisfactory completion of the essential building works/repairs. We will keep you advised of any changes to this planned date.

What work will be done in your home?

We plan to do the following work in your home:

- External **[description of works or not affected, as applicable]**;
- Hall (and staircase) **[description of works or not affected, as applicable]**;
- Living room **[description of works or not affected, as applicable]**; and
- **[List for all other rooms, as applicable]**.

Where decoration is damaged by works/repairs, we will **[description of decoration or allowance to be paid]**.

We will remove all furniture, windows and floor coverings from rooms where works/repairs are carried out or where we must pass through these rooms to access the work area (for example, a hallway or staircase).

We will replace all furniture, window and floor coverings in these rooms when the works/repairs are completed. If it is not possible to remove the item (for example, laminated flooring that is glued), we will protect it with dust sheets or covers during the works/repairs.

Other rooms that are not affected by the works/repairs will be sealed and will not be accessed during the period of the works/repairs.

Temporary accommodation

Temporary accommodation will be clean, safe and ready to be occupied when you move in. We will disconnect essential appliances from your home (such as the cooker, fridge/freezer, etc.) and essential furniture and move them. The house will have basic

floor and window coverings. If you move to a hotel, this will be “Travelodge” standard. Temporary furnished accommodation will meet the needs of your household. We will meet the costs of removal or accommodation directly with the suppliers. We will use qualified tradespersons to carry out any disconnection, reconnection or removal work. For vulnerable tenants, we will meet the costs of packing or other work to prepare to move. By “essential appliances” this includes washing machine, cooker, and fridge/freezer. It does not include a dishwasher.

We will not pay the costs of internet or landline telephone connection in temporary accommodation.

Property that we use as decant accommodation may have a working TV aerial but we do not guarantee that it will. We will not arrange for the disconnection and reconnection of any satellite system, or any burglar alarm system.

The property will have floor and window coverings.

We recommend that you remove any valuable items or items of sentimental value, or personal identity documents during the period of work, no matter where these are located in your home.

Visiting your home during work

We regret that for safety reasons we cannot allow you to return to your home while works/repairs are under way. We will ask you to give all keys to the house to us when you move out. If you need to visit the house, we will make arrangements for this to be done under supervision. Any mail will be collected from the house and given to you on a daily basis. You may choose (at your expense) to use the Royal Mail’s *keepsafe* service. Your housing officer [name] will keep in touch with you on a daily basis, or as required.

Costs you will be responsible for

- Paying the rent on your permanent home (we will give you advice on Housing and Council Tax benefit during this period);
- Fuel costs in temporary accommodation;
- Any costs incurred to access furniture while in storage – please think carefully about what you need so that you avoid these costs;
- Mail redirection or *keepsafe* service if you choose to have it; and
- Any damage done to the temporary accommodation.

Allowances and Compensation

We recognise that you may incur some additional accosts while you are living in temporary accommodation. Where this happens we will pay an allowance of £20 per day (up to a maximum of £400) while you are out of your home. If you live in accommodation without cooking facilities we will provide a meal allowance of £15 per person per day.

We will pay these in advance for the period we expect you to be out of your home. If this is longer than we expect, we will make a later payment of any extra amount.

If you have arrears or rent, or rechargeable repairs, we will pay these allowances to your rent/recharge account. We will not do this if you have made and maintained an arrangement to reduce these arrears or recharge debt before you move.

If you are responsible for damage to your home:

We may have to move you out while we repair damage you have caused to your home. If that happens we:

- Will only carry out work in your home that is essential to make it safe for occupation;
- Will not make hotel or temporary furnished accommodation available;
- We will recover our costs from you, including disconnection and reconnection charges, costs incurred in making temporary accommodation habitable, removal costs, appliance disconnection and reconnection costs, furniture storage costs; and
- We will not pay any disturbance or meals allowance to you.

You may be able to recover some of these costs from your household insurance.

If we discover, during the period of your removal, that we believe that you are responsible for damage and the need to decant you, we will advise you of this and we will recover from you any allowances that you have been paid.

Please note that your home at **[address]** where works/repairs are being undertaken will remain your only and principal home. Your occupation of the decant accommodation is only on a temporary basis for the period necessary to complete the works/repairs. You will have no tenancy rights in respect of the decant accommodation during your occupation of that property.

We have set out below the terms on which you will occupy the temporary decant accommodation.

MINUTE OF AGREEMENT

between

OCHIL VIEW HOUSING ASSOCIATION LIMITED, a registered society under the Co-operative and Community Benefit Societies Act 2014 (registration number 2310RS) and a registered Scottish charity (charity number SC033130), having its registered office at Ochil House, Marshill, Alloa, Clackmannanshire, Fife, FK10 1AB (hereinafter referred to as the "Association")

and

[Name], residing at [Address] (hereinafter referred to as the "Tenant")

WHEREAS the Association is the owner and landlord and the Tenant is the tenant of the subjects at [Address] (referred to as the "Property") under and in terms of a Scottish Secure Tenancy Agreement between the parties dated [date of tenancy] and in order to carry out maintenance and/or repair works to the Property in respect of [details of fault] (referred to as the "Works"), it is necessary for the Association to decant the Tenant and permanent members of their household from the Property to temporary accommodation.

It is agreed as follows:

- (one)** The Association will grant temporary occupation of the property at [insert address of decant accommodation] (the "Temporary Accommodation") to the Tenant while the Works are being undertaken to the Property. The period of occupancy of the Temporary Accommodation shall be from [insert date] (the "Entry Date") until the Completion Date (as defined below) or the Tenant's tenancy is terminated, whichever is earlier, on the following terms and conditions:
- (a) it is clearly understood that the Association is not offering the Temporary Accommodation for occupation on any basis other than as decant accommodation for the Tenant and the permanent members of their household only. The Tenant agrees that the Property remains their only and principal home and that the occupation of the Temporary Accommodation is only on a temporary basis for the period necessary to complete the Works. The Tenant

agrees and understands that there are no tenancy rights created in respect of the Temporary Accommodation through their occupation thereof;

- (b) during the period of the Temporary Accommodation the Tenant will pay to the Association the standard monthly rental charge payable in respect of the Property;
- (c) the Tenant accepts the Temporary Accommodation as being in a wind and watertight condition and reasonably tenanted and habitable and in a reasonable state of decoration as at the Entry Date; and
- (d) the Tenant will be liable for payment of the Council Tax and/or any other burden imposed by the Local Authority or Water Authority for the period of the Temporary Accommodation. The Tenant will require to make an application to the appropriate Local Authority for an exemption from payment of Council Tax and/or any burden imposed by the Local Authority or Water Authority in respect of the Property for the period of the Temporary Accommodation.

(two) The Association will notify the Tenant in advance and in writing of the date of completion of the Works (the "Completion Date"). The Tenant agrees that upon receipt of notice from the Association of the Completion Date, they will voluntarily vacate the Temporary Accommodation and will remove themselves and all occupiers from the Temporary Accommodation as from the Completion Date. The period allowed to the Tenant to return to the Property will be a maximum of two weeks, save in exceptional circumstances where an extension to this period may be granted by the Association at their discretion. This period shall run from the Completion Date.

(three) If the Temporary Accommodation is not vacated voluntarily within the time limits stated above, the Association reserves the right to seek an order for repossession of the Temporary Accommodation in the Sheriff Court. Such action may include a claim for legal expenses incurred by the Association.

(four) For the duration of the Tenant's occupation of the Temporary Accommodation, the Tenants agrees:

- (a) to keep the Temporary Accommodation and the Association's fixtures and fittings in a similar condition to that pertaining at the Entry Date, subject to fair wear and tear;
- (b) to use the Temporary Accommodation as a private residence only;

- (c) to keep the Temporary Accommodation clean and properly heated and ventilated. The Tenant will be held responsible for any damage caused by negligence or carelessness;
- (d) to inform the Association of any repairs required to the Temporary Accommodation without delay, and permit the Association or any other person authorised by them at reasonable times of the day to enter and inspect the dwelling and to carry out any repairs and maintenance. The Association will normally give at least 24 hours' notice of access being required except in the event of an emergency when access shall be given immediately;
- (e) not to cause or permit any nuisance or disturbance in or around the Temporary Accommodation nor permit any annoyance to other residents;
- (f) not to erect any external aerial, attachment, or sign, or alter the exterior of the building in any way, without the prior written consent of the Association;
- (g) to take his/her/their turn, in rotation with other tenants in the building or which the Temporary Accommodation forms part, in sweeping and washing the common close, stairs, landings, front and rear close doors and staircase windows; and
- (h) not to not allow any pet or domestic animal to cause a nuisance. No pigeons shall be kept in the Temporary Accommodation.

(five) If the Tenant is in breach of any of the foregoing conditions the Association will be at liberty to terminate the tenancy at the Property and resume possession of the Property and the Temporary Accommodation. The Tenant agrees to make good all costs arising from any breach of the said conditions.

(six) The Association insures the Temporary Accommodation under its buildings insurance policy. This does not include insurance cover for loss or damage to furniture, personal possessions or any other contents which may be placed within the Temporary Accommodation. The Tenant is thereby advised that they should make their own arrangements to effect such cover.

(seven) Should the Tenant leave the Temporary Accommodation unoccupied, and the Association has reasonable cause to believe that the Tenant does not intend to re-occupy the Temporary Accommodation, the Association reserves the right to resume possession and re-let the Temporary Accommodation.

(eight) If the Tenant feels that the Association has broken this Agreement or not performed any obligation contained in it, they should first complain to the Association in writing, giving details of the breach or non-performance. If the Association fails to deal with the complaint or, in the Tenant's view, continues not to comply with the Agreement, the Tenant can obtain advice and information about their remedies at law from a local Citizen's Advice Bureau or from a solicitor.

(nine) The parties hereto consent to registration of these presents for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding three pages are executed as follows:

Signed by the Association _____ **Date** _____

Town/city of signing _____

Witness _____ **Date** _____

Name of witness _____

Address of witness _____

Signed by the Tenant _____ **Date** _____

Town/city of signing _____

Witness _____ **Date** _____

Name of witness _____

Address of witness _____