



DECANT POLICY 2024

1.0 PURPOSE

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) 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).

2.1 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 because of negligence;
- ✓ Deliberate flooding of their own home or flooding because of negligence; or
- ✓ An Alteration carried out by the tenant (whether approved by Association or not) which has caused damage to the property.

This list above is not a complete list, these are 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 legal action to recover the possession of the property.

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 the need for the decant, some of the Association's reasonable costs (as set out in the table in section 9.0 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 a 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. A 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 whilst works/repairs are carried out.

3.1 The Social Housing Charter

Effective arrangements for managing a decant 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.

4.0 LINKS TO GUIDING DOCUMENTS

4.1 Corporate and Departmental Plans

Effective arrangements for managing a decant 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;
- ✓ To provide a comprehensive and responsive customer service to tenants, sharing and factored owners which supports sustainable tenancies and delivers customer satisfaction.

4.2 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.

4.3 Budget

The Association currently does not expect that a 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 (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 suitable alternative temporary accommodation;
- ✓ Meet the direct costs of making such accommodation habitable on a temporary basis, including additional care and support costs if the decanted tenant or a member of their household reasonably requires such care and/or support;
- ✓ Pay sufficient allowances to meet additional costs that the tenant may incur while temporarily removed from their home. The exceptions to this are where a tenant or a member of their household's actions or omissions have resulted in the decant being required or where the decant is necessary to carry out a major adaptation to the property; and
- ✓ Compensate the tenant for disturbance. The exceptions to this are where a tenant or a member of their household's actions or omissions have resulted in the decant being required or where the decant is necessary to carry out a major adaptation to the property.

If the tenant does not consent to a decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property to 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.

5.0 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;
- ✓ An unfurnished property belonging to the Association;
- ✓ Hotel accommodation (this option is not available where a decant is required as a result of the tenant's (or a member of their household's) actions or omissions);
- ✓ Properties to let or holiday accommodation;
- ✓ Temporary Furnished Accommodation.

5.1 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 because 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.

5.2 Association's Properties, Hotel Accommodation and Temporary Furnished Accommodation

The Association prefers that tenants are decanted to one of the Association's properties while works/repairs or adaptations are completed. However, if such accommodation is not available and for example any works or repairs cannot be delayed, 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 or where we require to carry out an adaptation to the property.

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.

6.0 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 a decant as follows:

- ✓ **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 Association will meet the difference between their normal full Council Tax liability and the new amount due.
- ✓ **Rent Due** will continue to be liable for the tenant's permanent address and will not be liable at the decant property, even if the rate of rent to be charged on the decant property is higher than the tenant's permanent property. Rent should continue to be paid as normal. The Association will record the rent due on the decanted property as a void rent loss, unless the cost is covered by any insurance claim.

The exceptions to this are where a tenant or a member of their household's actions or omissions have resulted in the decant being required therefore, the Association will not meet the additional charges for any Council Tax or Rent due.

7.0 INSURANCE RECOVERY

Where the need for repair works because of an insured event, for example 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

However, the Associations insurance will not cover the cost of replacing any household contents including carpets, clothing, damage to tenants own furnishings this will need to be recovered from the tenants household contents insurance.

For the avoidance of doubt, this section does not apply where work or repairs are required because of any act or omission of the tenant or a member of the tenant's household or where an adaptation is required to the property.

8.0 **STAFF RESPONSIBILITIES**

Work in tenants' homes will be supervised by the Property Services Officer. Liaison with the tenant will be by the Housing Services Officer.

9.0 **COSTS AND RESPONSIBILITY**

9.1 Costs Associated with the Decant Property

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

9.2 Costs Associated with the Tenants Permanent Home

| Item | Liability |
|---|---|
| Security shuttering (if required) | The Association - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant. |
| Disconnection of appliances such as cooker, washing machine and fridge/freezer | The Association - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant. |
| Removal of essential furniture to decant accommodation and return when complete | The Association - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant. |
| Removal of non-essential furniture to storage and return when complete | The Association - If the decant is required because of the actions or omissions of the |

| | |
|---|---|
| | tenant or member of their household the cost will be recharged to the tenant. |
| Storage costs | The Association - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant. |
| Costs incurred on accessing furniture during storage | The Tenant |
| Fuel/power used by contractor | The Association |
| Damage or replacement of household contents | The Tenant – This should be recovered from the tenant's household contents insurance |
| Returning property to Lettable standard prior to return | The Association If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant. |
| Mail redirection | The Tenant |
| Recording of condition of tenant's fixtures and fittings (if not removed during period of decant) | The Association – this should be agreed and signed off by the tenant. A copy of the agreed condition of the fixtures and fittings will be provided to the tenant. |
| Recording of the condition of decoration in work area | The Association – this should be agreed and signed off by the tenant. A copy of the record of the agreed condition will be provided to the tenant. |

In general, if the decant is a result of tenant action/omission then any additional costs over and above any insurance rebate will be the responsibility of the tenant.

9.3 Expenses

If a tenant is decanted to hotel accommodation or temporary furnished accommodation which, does not have cooking facilities then the undernoted additional costs and expenses should be paid. The following costs and expenses are not available if the decant is required because of a tenant's or a member of their household's actions or omissions:

| Item | Liability |
|--|---|
| Accommodation costs | The Association |
| Meal allowances (available in hotel type accommodation only, not in Temporary Furnished accommodation) | The Association. An allowance of £15.00 per person per day for each day meals taken at the accommodation |
| All other costs | The Tenant |
| Damage to hotel fixtures or fittings | The Tenant |

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

9.4 Disturbance Payment

In addition to the costs above, the Association will make an ex-gratia disturbance payment of £20.00 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.

Disturbance payments as detailed above will not be paid if work or repairs are required to the permanent property because of any act or omission of the tenant or a member of the tenant's household or where an adaptation is required to the property.

9.4 Expenses & Disturbance Payments if the Tenant has Arrears

If the tenant has arrears of rent or rechargeable repair costs outstanding then we will pay meal expenses and disturbance payments due to the rent or recharge account. However, we will not do this if the tenant has made and maintained an arrangement to reduce these arrears or recharges before they move.

10.0 IF A TENANT REFUSES TO REMOVE FROM THEIR PROPERTY AND /OR REFUSES TO RETURN

In the first instance the matter should be addressed by meeting with the tenant to address any concerns or fears that they may have. However, when all discussions and negotiations have failed and the tenant is still unwilling to cooperate the Association may proceed as follows:

10.1 **If a tenant refuses to leave their property to enable repairs to be carried out**

If a tenant refuses to leave their property and repairs or work cannot be carried out with them present, the Association can serve a Notice of Intention to Raise Proceedings in the usual manner and cite Ground 10 of Part 1 Schedule 2 to the Housing (Scotland) Act 2001 and then subsequently raise 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.

10.2 **If a tenant refuses to return to their property following completion of works/repairs**

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

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.

11.0 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 should be redirected for the period of the decant or the tenant can use the Royal Mail *keep safe* service, they must meet the costs and arrange this. If the decant is for a short period then we may collect mail on behalf of the tenant.

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

The tenant should receive regular updates from the responsible Housing Services Officer each day, following site visits by the Property Services Officer.

12.0 POLICY REVIEW

This policy will be reviewed at least every 5 years.

Linda McLaren
Director of Housing Services

Policy Review Consultation Process

| | |
|---|--------------------------------------|
| Recommended by the Customer Services Committee on | 8 th February 2024 |
| APPROVED BY THE BOARD OF MANAGEMENT ON | 29th February 2024 |
| DATE OF NEXT REVIEW | February 2028 |

Approved

List of Appendices and Procedures

1. Appendix 1 – Procedure showing who does what and when
2. Appendix 2 - Advice leaflet for tenants
3. Appendix 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
4. Appendix 4 - Sample Minute of Agreement

Approved

Procedure showing responsibility of staff member**Key****DPS – Director of Property Services****PSO – Property Services Officer****APSO – Assistant Property Services Officer****HSO – Housing Services Officer****TSO – Tenancy Sustainment Officer**

| 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 | DPS |
| Decide if tenant is at fault (initial) prior to decant | DPS |
| 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 | APSO |
| Disconnection of tenants appliances at their home prior to decant | APSO |
| Connection of tenant's appliances at temporary accommodation and return at end of decant | APSO |
| Installation of operational TV aerial | APSO |
| Installation of basic carpets and curtains | HSO & APSO |
| Liaison with Association's insurers | PSO & APSO |
| During period of decant | |
| Revise decision if tenant is at fault where new information is available | DPS |
| Removal of non-essential furniture to storage for period of decant and return at end of works/repairs | HSO & APSO |
| Supervision of work in tenant's home | PSO |
| Assistance with HB/CTB claims during period of decant | HSO & TSO |
| Monitor rent payments during period of decant | HSO |
| Security measures at tenant's home while decanted | APSO |
| Liaison with decanted tenant during period of decant | HSO |
| Liaison with Association's insurers | PSO & APSO |
| At end of period of decant | |
| Reconnection of tenant's appliances at their home | APSO |
| Payment of allowances and compensation to the 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 |

Information Leaflet To Tenants

Do not use this leaflet update available <H:\departmental\Housing Services\Standard Letters and Forms\Decants\Information Leaflet To Tenants.docx>

SAMPLE CONTENT OF THE LEAFLET

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
- Damage or replacement of any contents including floor coverings, laminate, if not covered by the Associations insurance, you may be able to claim this from your own contents in; 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.

Disturbance payments as detailed above will not be paid if work or repairs are required to the permanent property because of any act or omission of the tenant or a member of the tenant's household or where an adaptation is required to the property.

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.

Decant Letter To Tenants

Do Not Use This Letter Update Available <H:\departmental\Housing Services\Standard Letters and Forms\Decants\Letter To Tenants.docx>

SAMPLE 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 move back all furniture, re-fit any window and floor coverings, if possible, 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 dustsheets or covers during the works/repairs. Please note that if we are unable to relay floor coverings including laminate due to damage, we will only replace those that are covered

by us within our insurance policy and all other floor coverings should be covered by your own contents insurance.

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 regular basis 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 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 _____