



Decant Policy

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▪ Version 1		This is the first joint Decant Policy
▪ Customer Policy Group (Consultative Involved Customer Group)	14/10/25	Positive feedback received from the group, wording amended in 5.7 to cover boarding for all animals not just kennels
HiS Senior Leadership Team	11/25	Approved
SC HRA Management Team	05/02/26	Approved
Policy Governance Board	21/10/25	Home loss payment information updated.
▪ HiS Executive Team	16/12/25	For T1 and T2 only
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▪ HiS Board	N/A	For T1 only
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▪ Tier Definition T1 - Strategic/Regulatory Risk T2 - Significant Operational Risk T3 – Minor Operational Risk	T2	
▪ Target Review	February 2029	

Decant Policy

1. Introduction

On occasions we need to move a household out of their home on a temporary or permanent basis. This is referred to as a decant.

This policy outlines the approach Somerset Council and Homes in Somerset will take when managing a temporary or permanent decant.

We may take an alternative approach when managing large scale decants for major works or on a regeneration site, where priorities or promises made to our customers will take precedent over this policy.

2. Responsibilities

To ensure accountability and adherence, the following roles have direct responsibility for compliance with this policy.

Strategic Responsibility	Executive Directorate Lead; Director of Communities and Customer Service / Director of Asset Management, Safety and Development
Operational Responsibility	Head of Service

3. Statement of Intent

This policy sets out how we will manage our decant processes, ensuring customers face minimum disruption and are reimbursed fairly for any costs incurred in being displaced from their home.

Additionally, this policy enables us to:

- Ensure we consider tenant's needs when sourcing suitable temporary accommodation
- Achieve value for money
- Be clear on our leasehold obligations
- Comply with statutory and regulatory guidance
- Meet the Housing Ombudsman Service expectations for landlords on decants.

This policy applies to all tenants and leaseholders of properties owned by Somerset Council within the Housing Revenue Account (HRA)

4. Relevant Legislation or Regulation

- Housing Act 1985
- Housing Act 1988
- Housing Act 2004
- Land Compensation Act 1973
- Town and County Planning Act 1990
- Homes (Fitness for Human Habitation) Act 2018
- Landlord and Tenant Act 1985
- Decent Homes Standard
- Housing Health and Safety Rating System
- Social Housing (Regulation) Act 2023
- Housing Ombudsman Complaint Handling Code 2024
- Housing Consumer Standards 2024
- The Hazards in Social Housing Regulations 2025 (Awaab's Law)

5. Policy Details

5.1. Definitions

The term decant refers to when we need to move someone from their home on a temporary or permanent basis. This could be because of an emergency situation, a sudden and large leak for example, a health and safety issue, planned work, property disposal or regeneration.

There are three types of decants:

Emergency Decant

An emergency decant is where a home becomes unexpectedly uninhabitable (for example through fire, flood, or identification of an emergency hazard as outlined in Awaab's law). In these cases, tenants will normally need to leave their home within 24 hours and we will organise short term accommodation. If the property remains uninhabitable, unsafe or we are unable to resolve the hazard for a longer period, alternative accommodation options will be made available.

Temporary Decant

A temporary decant is where a tenant is moved out on a temporary basis, normally for repairs or planned work when it is not safe or suitable for them to remain in their home.

Permanent Decant

A permanent decant takes place when the property is due to be redeveloped, demolished or is being disposed of and the tenant is unable to return.

Provision of Suitable Alternative Accommodation

In each decant case we will secure suitable accommodation. We will take into consideration the needs of the household to meet their housing need.

We will consider

- Appropriate number of bedrooms
- Disability or medical needs to ensure accommodation is accessible
- Length of stay in alternative accommodation – a hotel may be suitable for a short stay, but unsuitable if work is likely to take several weeks

5.2. Our Approach

We aim to minimise disruption as much as possible and will carry out a needs assessment with our tenants to identify suitable accommodation, taking their medical needs, disabilities and vulnerabilities into account. We will agree a plan of how we will keep the tenant informed of the progress of their case.

We will consider a range of housing options including staying with friends and family, hotel, Air-bnb, B&B and a temporary move into another of our properties.

We will ensure that accommodation is safe and secure and will meet our lettable standard including suitable floor coverings, curtain poles for tenants to use their own curtains, or blinds.

A minimum of one formal written offer of accommodation will be made in each case. If the offer of suitable accommodation is declined, no further offers will be made.

If a tenant refuses to move from their home, we will be clear on the next steps. We may in exceptional cases consider legal action to facilitate a move as a last resort.

5.3. Tenant's Responsibilities

Tenants will need to sign an agreement which outlines their responsibilities while they are in the decant accommodation and confirms the expectation to return home once the works have been completed.

We will give as much notice as possible for a tenant to return home, in long term cases this will be a minimum of five working days. If the tenant does not vacate the accommodation as agreed we will take appropriate action to secure a move back to the tenanted property, which may include the council seeking possession of the home as a last resort.

Tenants remain responsible for the rent and service charge at their permanent home for the duration of the decant period.

5.4. Utilities and Council Tax

If a tenant is moved into another property, we will cover the cost of the utility bills at the tenant's permanent home for the duration of the decant. The tenant will be responsible for the utility bills in their decant property.

We will support tenants to set up accounts or liaise with their providers as necessary.

We will update Council Tax that a tenant has been decanted.

5.5. Friends and Family

If it is more convenient, we will support tenants to stay with family or friends while work is completed. We will make a payment to their family or friend of £100 per week for a single person or couple and £150 per week for a family.

5.6. Disturbance Allowances

We will cover reasonable out of pocket expenses relating to a temporary or permanent move. Including:

- Redirection of mail – in the event of a permanent move we will pay this for three months
- The cost of moving or replacing any adaptations related to a tenant's disability
- Disconnection and reconnection of telephone lines and broadband services. Where this isn't possible due to contract limitations or availability of services (fibre for example), we will agree an alternative solution.
- Disconnection and reconnection of cable TV, Sky dish (subject to planning restrictions) or TV ariel
- The cost of transferring the TV License
- Travel per additional mile to a place of work or school, payable at the HMRC standard business rate (temporary decants only)

We will arrange for our contractors to:

- Disconnect and reconnect gas or electric cookers
- Disconnect and reconnect washing machines, dishwashers and tumble dryers
- Disconnect and reconnect tenants own light fittings (permanent decants only)

5.7. Pets

We recognise that many of our tenants will have pets, we will try to ensure we source accommodation that allows pets. If this is not possible, we may consider covering the cost of boarding.

5.8. Food Allowance

In emergency cases where the tenant has been placed into hotel or B&B accommodation without cooking facilities, we will add a meal deal to the booking or contribute towards the cost of food up to a maximum of £20 per person aged thirteen or over per day and £15 per child under the age of thirteen.

5.9. Flooring and Curtains

We will ensure that temporary decants have suitable floor coverings fitted prior to occupation.

In permanent decant cases we will uplift and refit existing carpets. If this is not possible, we will make payment of up to £15 per square meter of flooring (including fitting, gripper rods, bars and delivery), tenants can choose to pay to upgrade the flooring and meet the additional costs themselves.

We will cover the costs of new curtains, poles and blinds if the tenant's existing ones cannot be reused up to a maximum of:

- 1 bedroom - £120
- 2 bedroom - £150
- 3 bedroom - £180
- 4 bedroom - £210

5.10. Removals and Storage

We will cover the costs of removals to both temporary and permanent homes.

In temporary cases, any items that are not being moved to the decant property will be safely stored at a location agreed with the tenant. If appropriate we keep items within the property.

Whilst decanted, the locks will be changed, and tenants will not be able to access their permanent home for health and safety reasons and to allow the necessary works to take place. _

5.11. Home Loss Payments

The eligibility criteria for a Home Loss Payment is set out by law in Land Compensation Act 1973 Home Loss Payments (Prescribed Amounts) (England) Regulations 2017 and applies where a tenant or homeowner is required to move permanently. The amounts payable are listed here [The Home Loss Payments \(Prescribed Amounts\) \(England\) Regulations 2023](#)

A tenant will qualify for a home loss payment as long as the following criteria is met:

- The tenant must have occupied the property as their main home for at least twelve months.
- Successors can add the length of residence of the deceased tenant to their own period of tenancy to make up the twelve-month qualifying period.

Joint tenants are entitled to one home loss payment.

A Home loss payment will not be made if a tenant is in a temporary decant and decides not to return to their permanent home after completion of works.

The tenant should leave the property in good, clean condition with all fixtures and fittings intact. We will recharge tenants for work we need to carry out due to wilful neglect or damage.

If the tenant is in rent arrears, has recharges or court costs on their account, these will be deducted from the home loss payment before it is issued.

The tenant should receive their payment within 15 working days of making the claim and it being accepted. To receive the payment the tenant must have given vacant possession of the original tenancy and returned the keys to the property.

5.12. Exceptional Payments

There may be cases where payments are required other than those set out above. These will be assessed on a case-by-case basis and made in exceptional cases. Payments will be approved by a Head of Service or Service Director.

5.13. Leaseholders

If leaseholders are affected by major works we will ensure they are fully consulted and will as a minimum, comply with our duties set out under Section 20 of the Landlord and Tenant Act 1985.

Unless it is stated in a lease agreement, we are not responsible for decanting leaseholders and will refer our residents to their insurers for support.

If required, we will work with the Local Authority Housing Options team to support Leaseholders to source alternative accommodation.

In the event that a leaseholder needs to move on a permanent basis, they are entitled to a home loss payment based on the value of their home as outlined in the Home Loss Payments (Prescribed Amounts) (England) Regulations 2023.

Where a leaseholder has rented out their property, we will not be responsible for decanting the tenant of the leaseholder or paying any of their costs. The leaseholder, as the landlord will need to make arrangements for alternative accommodation and any compensation.

5.14. Complaints

A complaint is any expression of dissatisfaction about our service, actions, or lack of action that affects a resident. We are committed to handling complaints in line with the Housing Ombudsman's Complaint Handling Code.

All complaints about our approach to Decants or the application of this policy will be investigated in line with our formal complaints policies.

6. Communication of the Policy

We will ensure that the policy is made available to our residents on our websites and in other formats if requested.

All colleagues involved in the decant process will receive training on the policy and associated procedures.

7. Equality, Diversity and Inclusion Impact

We are committed to working in a way that treats people equitably, celebrates diversity, and promotes inclusivity - because we believe this builds a better society for all. We believe this approach will help our

leaders make good decisions; enable us to serve our customers better; ensure we are a great employer and shape the way we engage with our communities. This approach will also help us to meet the legislative requirements under the Equality Act 2010, including our Public Sector Equality Duty.

We may adapt our approach or provision to ensure that services are accessible to people with a protected characteristic (as defined by the Equalities Act 2010) as well as everybody else. This will be in line with our Customer Support and Reasonable Adjustments Policy.

We will be consistent in our approach to decants and treat all customers who access our service in a fair and transparent manner allowing for reasonable adjustments as necessary. We will offer appropriate support to all residents and consider any sensitive or special needs. Consideration will be given to sign-posting customers to suitable agencies for additional support and guidance.

Where necessary, additional support will be provided, such as translation of documents or the use of language line for example

8. Monitoring Performance Metrics (what is measured to demonstrate adherence)

- Number of households decanted – temporary and permanent
- Average time taken to rehouse
- Customer satisfaction for decanted tenants
- Number of cases requiring redress due to dissatisfaction
- Amount of support provided (financial, practical and wellbeing)

9. Policy Review

This policy will be reviewed every three years or sooner if there are changes to regulation or legislation.

10. Associated Policies, Risk Assessments, Procedures, Safe Systems of Work etc

Decant SOP
Repairs Policy
Complaints Policy
Redress Policy
Tenancy Policy