



"Offering our community more than a home"
Emergency Decant Policy

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CHA Objectives:

- To provide quality, affordable housing that meets the changing needs of our customers and to ensure fair access to housing within our area.
- To manage the houses provided, in a professional and cost effective manner, for the benefit of our local community and the environment.
- To provide a first class maintenance service which offers value for money and ensures the comfort and safety of our residents while achieving high levels of satisfaction

Regulatory Standards:

- The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these objectives.
- The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- The governing body bases its decision on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

This policy can be made available on request in a variety of different formats, such as on tape, in large print and translated into other languages

CLYDEBANK HOUSING ASSOCIATION LIMITED

EMERGENCY DECANT POLICY

1. Clydebank Housing Association recognises that there are situations where tenants cannot reside in their homes for a period of time and emergency temporary accommodation may be required. This will normally be as a direct result of fire, flood or similar.

It is however recognised that other unexpected circumstances may result in tenants not being able to live in their homes, e.g. victimisation, harassment or serious anti-social behaviour. These situations will be looked at on an individual case basis with the Head of Housing Services and/or the Housing Services Manager making a decision on whether or not this policy applies.

2. This policy is not intended as a route to a permanent house move for tenants. Tenants wishing to move permanently should make an application for housing in line with the association's allocations policy. If however circumstances arise where it is required to make the decant permanent, approval must be sought and granted from the Housing Services Sub-Committee (HSSC) or another Committee and be in line with the exceptional housing points category in the Allocations Policy. Approval to use any CHA housing stock as decant accommodation must be sought and granted from Committee.
3. All decisions for decant will be based on an assessment of whether or not the tenancy is habitable, or safe to live in. Normally this will be through an inspection by the Housing Services Department, a CHA representative or similar. There may be occasions where another member of staff identifies the problem, at which point the Head of Housing Services or the Housing Services Manager should be contacted by the person identifying the situation for confirmation on whether or not this policy applies. The procedure to be followed depends on whether the situation is reported during or after working hours.
4. No rent will be charged for the duration during which the tenancy is uninhabitable unless Housing Benefit is in award but cannot be transferred to any temporary accommodation provided. Rental loss should be recovered where possible through the Association's insurance claim for either the temporary accommodation or the tenancy. In cases where housing benefit is paid, the address not in receipt of housing benefit should be subject to any insurance claim. This should be a condition on any linked insurance policy the association undertakes with any insurer, e.g. buildings insurance etc.
5. During working hours and under normal circumstances, a member of staff from the Housing Services Department will attend at an emergency (e.g. fire or major flood) when reported. If, on inspection, the tenancy is deemed to be uninhabitable, the Housing Services Manager or Head of Housing Services (Housing Officer in their absence) should be contacted. The Housing Services Manager should assign a Housing Officer (HO) to the case and the HO should

make contact with the tenant involved. The Housing officer should seek guidance as required from senior members of staff during the case.

6. The Housing Officer managing the case should enter a file note to the tenant's occupancy stating there is no rent to be charged and from what date (if applicable). Any associated direct debit should be cancelled by the Housing Officer and this noted on the occupancy history. Tenants are expected to continue to pay any arrears agreement already in place, but only the amount to reduce the arrears over and above the months' rent.
7. After working hours the most likely person involved will be an emergency contractor. The contractor should contact the Housing Services Manager or named standby member of staff in the first instance and provide an assessment of the situation.

Based on this the Housing Services Manager or standby member of staff will make a decision on whether or not emergency decant accommodation is required. If a major or serious incident, the Housing Services Manager or standby member of staff will also contact the Head of Housing Services and the Chief Executive Officer to make them aware of the situation. Other staff should be mobilised as necessary by a senior staff member as required to deal with any incident.

8. In the first instance it should be ascertained if the tenant(s) can temporarily reside with friends or relatives. If possible, this is likely to be the least stressful option and provide the most support for tenants, particularly where children are present and family/friend support is available.
9. If staying with friends or relatives is not possible a referral should be made to West Dunbartonshire Council's homeless department, contact details: 0141 562 8894 (day time), 0800 1971004 (out of hours).

The purpose of referral is to secure a temporary furnished let. It should be explained to the tenant that any offer of accommodation made must be accepted or they will be responsible for finding their own accommodation. Due to the emergency nature of the accommodation, preferences or choices cannot be taken into account where they would mean no accommodation can be offered.

Tenants are responsible for paying the rent for the temporary let (including making a Housing Benefit claim where necessary). If the rent for the temporary accommodation is more than the rent for the tenancy that cannot be lived in, CHA will pay the difference direct to the Council and this will be reclaimed from any insurance claim. A letter explaining all of this should be sent to the tenant by the Housing Officer managing the case. Copies of the letter should be sent to all addresses.

10. If no homeless accommodation is available, then a Hotel or Bed & Breakfast accommodation should be secured by the Housing Officer. This should only be a last resort and for a very short period of time to allow more suitable

accommodation to be found (normally through homeless or CHA housing stock). This should be explained in full to the tenant. Hotel or B&B accommodation will be secured on a room only basis, with the tenant responsible for paying for all other goods, services and food consumed during their stay. CHA will pay for the room, the cost of which should be recovered from any insurance claim. The only exception to this will be where no other accommodation is, or was, available and where the booking is to provide accommodation until the next working day to allow more suitable emergency accommodation to be secured. In this instance a meal allowance may be considered. No meal allowance will be paid where more suitable emergency accommodation has previously been refused. No pets are allowed in hotel accommodation and tenants must make their own provisions for their pets, including the payment of boarding kennels or similar.

11. The Housing Officer will advise the Finance & Corporate Services Manager of the likely costs of temporary accommodation and the method of payment required. The Housing Officer will pass any receipts to the Housing Services Manager or Finance & Corporate Services Manager for subsequent insurance claims.
12. Where it is established that a property is so extensively damaged that repairs are likely to be prolonged (several weeks or more), the Housing Officer should attempt to find temporary accommodation within CHA's stock, or within other local housing providers stock. It may be necessary to provide floor coverings and move in the tenants own furniture/store furniture and belongings in this instance, the cost of which would be paid by CHA and recovered from any insurance claim. Permission to use a CHA property must be sought and approved from Committee.
13. The Housing Services Department (Maintenance Officer) will liaise with the tenant regarding repairs and timescales as soon as information is available. Access will be required to the tenancy and to this end the tenant must make a set of keys available to CHA to enable all necessary repairs to be completed.
14. The Maintenance Section should arrange a thorough health and safety check of the property with no access granted until the property is confirmed as safe by the appropriate contractor or authority (Fire Service, Police etc).
15. Tenants should be advised that they must claim their contents insurance for damage repair/replacement of goods, belongings and furnishings. Where the tenant has no contents insurance they should be advised that CHA will not provide any replacement furnishings. Advice and assistance should be given on where the tenant may be able to source temporary furniture.
16. Where there is serious water ingress or other hazard and damage to furnishings and belongings is being caused and where the source cannot be repaired quickly, CHA will pay for removal and storage of the tenant's furnishings and belongings and their return when the necessary repairs are completed. The cost of doing so should be reclaimed through any insurance claim. The tenant must sign a disclaimer granting permission in this instance.

17. When a repairs completion date is known, the Housing Services Department will advise the tenant of this. The Housing Officer will contact the tenant to confirm the date they will move back in and advise the rental charge has been reinstated. This should be backed up in writing with letters sent to all addresses. The Housing Officer will also contact the Council's Homeless Department or other emergency accommodation provider and cancel the accommodation from the return to tenancy date.
18. The Maintenance Officer and the Housing Officer will visit the tenant on the day after they move back in to ensure everything is satisfactory.
19. In the case of multiple tenancies requiring decant accommodation, the staff member dealing with the emergency should notify the Chief Executive who will ensure that the appropriate staff levels are mobilised to deal with the emergency.