

ALBYN GROUP DECANT, DISTURBANCE & CUSTOMER ALLOWANCE POLICY

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Appendix 1: CUSTOMER ALLOWANCE TABLE

1.0 INTRODUCTION AND POLICY STATEMENT

- 1.1 A key aim of Albyn Group is to build the mission, values, and vision of the organisation into its policy and decision making on a daily basis. The Albyn Group aims to follow its guiding principles in all policies: <https://www.Albynhousing.org.uk/about-us/>
- 1.2 The Decant, Disturbance and Customer Allowance Policy aims to ensure that the Society provides an effective housing service that complies with its landlord obligations in respect of decants and disturbance.
- 1.3 In terms of this policy, to decant a customer means to move a customer temporarily or permanently from their home in one of the following circumstances:
- following fire, flood or other emergency;
 - where it is deemed to be unsafe or unreasonable for a customer to remain in their property; or
 - to enable major works or demolition to be carried out.
- 1.4 Our objectives include ensuring that:
- customers who require to be decanted temporarily are given information in advance and are consulted to identify needs and preferences for the decant accommodation;
 - customers are advised on the progress of works being undertaken and given the correct advice re the payment of allowances, where appropriate;
 - any customer who requires to be decanted on a permanent basis is consulted / advised of any entitlement to Home Loss and Disturbance payments; and
 - decant properties achieve our Lettable Standard.

2.0 SCOPE AND OBJECTIVES

- 2.1 The policy applies to all customers within Albyn Group.
- 2.2 Use of Decant Accommodation
- 2.2.1 Albyn reserves the right to use an unlimited number of properties as accommodation for customers who need to be decanted on a temporary or permanent basis. The decision to decant on a temporary or permanent basis will be made by the Customer Services Manager, with input from the Head of property services or others as appropriate.
- 2.2.2 Each case will be assessed on its own merit and no case will be deemed to have set a precedent for another.
- 2.2.3 In most cases customers who are decanted will not be eligible for Home Loss or Disturbance payments but may be entitled to other allowances depending upon the circumstances. These payments are set out within the Customer Allowances Table. Albyn customers who are decanted permanently may be eligible for Home Loss and Disturbance payments. The details of these allowances are contained within our Customer Allowances Policy.

2.3 Criteria for Decanting

2.3.1 In general, we will decant a customer if:

- during maintenance works or planned programme renewals, essential facilities within a customer's home such as water supply, toilet facilities, electricity or water heating are not likely to be restored by the end of the normal working day;
- maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living;
- a customer is considered to be vulnerable and unable to cope with the anticipated disruption to daily living;
- the work required means that the property is likely to be insecure during part or all of the work;
- the nature of the work could lead to health problems for the customer or someone in the household;
- in Albyn's opinion the work would be carried out more efficiently, effectively, and safely if the customer was living elsewhere;
- it is considered that the nature of the work in or around the home is likely to pose a Health and Safety risk to the customer; or
- there may be occasions where Albyn must insist that a decant is necessary, even if the customer does not wish to move if there is deemed to be a possible risk to the customer.

2.4 Arranging Decant Accommodation

2.4.1 When making decant arrangements we will consider the following principles:

- Albyn will endeavour to offer other suitable accommodation where there is a need to decant on a temporary or permanent basis;
- customers decanted on a temporary basis will require to sign a declaration stating that they will return to their own home on completion of the works – if they refuse to return to their tenancy on completion of works, Albyn will initiate legal action;
- if a customer is only likely to be decanted temporarily for a short period of time or if it is unlikely that a suitable property will become available, Albyn may offer a temporary decant in the form of bed and breakfast or hotel accommodation;
- Albyn acknowledges that in some cases customers may prefer to find their own temporary accommodation by staying with family or friends - in such cases the rental charge for their permanent home will be suspended for the period of the decant, however they will be entitled to a range of allowances as outlined in the Customer Allowances Table;
- Albyn will continue to charge the customer the level of rent due for their original tenancy, but if the decant property has a lower rent level, then this lower rent will be charged during the decant period; and
- Albyn will arrange the temporary and permanent decant of customers as required and will pay costs for removals and disconnections and decant allowances will only be paid when the accommodation is temporary and lacking any cooking facilities.

2.5 Remaining in Decant Properties

2.5.1 Albyn will only consider a customer's request to remain in their decant accommodation where the customer is on the transfer list and meets the transfer criteria detailed within Albyn's Allocation Policy.

2.5.2 Customers who have been given permission to remain in their temporary decant accommodation or who decant permanently to another home will enter into a new Scottish Secure Tenancy Agreement and rent will be charged as appropriate from the agreed date of entry.

2.5.3 The objectives of the policy are to ensure that:

- customers who require to be decanted temporarily are given information in advance and are consulted to identify needs and preferences for the decant accommodation;
- customers are advised on the progress of works being undertaken and given the correct advice re the payment of allowances, where appropriate;
- any customer who requires to be decanted on a permanent basis is consulted / advised of any entitlement to Home Loss and Disturbance payments; and
- decant properties achieve our Lettable Standard.

3.0 **COMPLIANCE WITH REGULATORY STANDARDS, LEGISLATION, & OTHER POLICIES**

3.1 In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator has identified several key indicators relevant to decant accommodation by which it will measure landlord performance, including the following:

- Quality of housing – customers' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy.
- Repairs, maintenance, and improvements – customers' homes are well maintained, with repairs and improvements carried out when required, and customers are given reasonable choice about when work is done.
- Value for money – customers, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

3.2 Albyn will comply with all relevant legislation and associated regulations, including:

- The Housing (Scotland) Act 1987, 2001, 2010 & 2014.
- Common law, statute and the contractual obligations within our tenancy agreement set out our responsibilities as landlord and those of our customers.

3.3 The Decant Policy is consistent with our:

- Repairs & Maintenance Policy;
- Allocation Policy;
- Risk Management Strategy; and
- Group Standing Orders.

3.4 Key outcomes of operating an effective Decant Policy include:

- minimising use of decant accommodation;
- minimising any decant periods that occur;
- ensuring that decant accommodation is safe and secure; and
- ensuring that any decants are managed in a seamless and consistent manner.

4.0 TYPE OF ALLOWANCES AND PARENTS

4.1 Redecoration Allowances

4.1.1 Redecoration allowances can be offered to customers in the following circumstances:

- Following a minor works contract i.e. rewiring, heating replacement, kitchen/bathroom replacement or retrofit
- At the start of a new tenancy
- Following comprehensive modernisation

4.1.2 Redecoration allowances can be offered to customers following a minor works contract:

- Following a minor works contract, it is unlikely that a house will require to be completely redecorated. Payment of an allowance would be based only on the rooms affected by the intrusion of works or damage to existing decoration and will therefore be a proportion of the maximum allowance.
- An exception would usually apply only to customers who are unable to carry out the work themselves because they are elderly, disabled or have no means of local assistance.

4.1.3 A redecoration allowance at the start of a new tenancy should only be paid in the following circumstances:

- In difficult to let houses that have had at least refusals on the grounds of decorative condition;
- Where a house has been left in a poor decorative order and the cost to the Society is far greater than the redecoration allowance;

4.1.4 Redecoration allowances can be offered to customers following major works contracts. Where the Society finds it necessary to decant customers during Major Works, the following should apply.

- The allowance should be at or near the maximum of the scales set out in the customer allowance table;
- Assessment of the allowance to be paid should deduct any work which must be done under contract for example undercoat or finish paint coat on new surfaces. Otherwise, the same approach will be adopted as for minor works.

4.2 Disturbance Allowances

4.2.1 Disturbance allowances can be offered to customers in the following circumstances with approval from either of the Executive Directors:

- Following incremental or comprehensive modernisation when a customer has been decanted
- Following incremental or comprehensive modernisation when a customer has not been decanted
- Following minor works improvements or maintenance contracts as set out

4.2.2 Disturbance allowances can be offered following major repairs where a customer has had to be decanted. A Disturbance allowance payment will consist of:

- A basic payment
- A payment each week or part of for the estimated decant period
- A payment for each week of an extended decant period.

4.3 The scale of allowances payable is shown in the customer allowance table and must be made in accordance with the criteria set out.

4.4 Payment of an allowance

4.4.1 Payment of a redecoration or disturbance allowance will usually be made immediately following completion of the main contract works to the customer's house and once the works have been post inspected.

4.4.2 The payment of a redecoration allowance will consist of a Works Order to the value of the allowance, which can be exchanged for decorating materials [only] by local traders as attached in Appendix 2.

4.4.3 Any disturbance allowance payable will be made in the form of a banker's cheque. The Head of property services will ensure that a sample of random inspections to properties receiving decorating allowances (10%) is carried out to ensure that redecoration has been carried out.

4.4.4 A redecoration, disturbance or decant allowance may be withheld to offset a rent arrear or other outstanding debt such as a rechargeable repair and the customer advised in writing of the deduction. The Customer Services Manager or Head of property services can exercise discretion when arrears are being reduced by regular payments. In such cases the customer should be asked whether they wish the allowance to be applied to the arrear or other debt.

4.4.5 Off setting against an arrear or other debt would usually be carried out if the arrear is more than the equivalent of one month's rent payment or the other debt has been outstanding for more than one month.

4.4.6 Re-decoration service in lieu of payment allowance can be made for customers unable to carry out redecoration following intrusive or major works

4.4.7 A redecoration service will be offered where the customer meets certain criteria:

- The applicant must be an Albyn Housing Society Ltd customer who is either over the age of retirement and incapacitated in some way, which prevents them from carrying out the redecoration in their own behalf. Or they are under the age of retirement and are similarly incapacitated from carrying out the redecoration works or registered disabled.
- There are no other residents in the house who are physically capable of redecorating the property.
- They have no adult relatives living within 5 miles of their home address who are capable of redecorating the property.
- The customer themselves must sign and date the application form
- The applicant must advise the Society immediately of any change in their circumstances, which enables either them or somebody else on their behalf to take up the redecoration of the property.
- An application form must be completed and signed by the customer or representative
- Supporting evidence may be requested by the Society from the relevant external agencies

5.0 RESPONSIBILITIES

5.1 The Executive Director of Operations has responsibility for overseeing the implementation of the Policy and the Customer Services Managers are responsible for key aspects of the day-to-day service delivery with delegation of specific tasks to appropriate staff.

6.0 DATA PROTECTION

6.1 All personal data processed when implementing this policy will be done so in accordance with the Data Protection Act (2018) and UK GDPR.

6.2 A Privacy Notice setting out how Albyn Housing Society will process the personal data of its customers is available at: <https://www.albynhousing.org.uk/privacy-notice/>. Privacy Notices for customers of Highland Residential (Inverness) Ltd are available at: <https://www.hIGHLANDRESIDENTIAL.CO.UK/data-protection/>.

7.0 EQUALITIES

7.1 This policy has been developed with reference to the Albyn Group Equality & Diversity Policy.

APPENDIX 1 – ALLOWANCES AND SERVICES PAYABLE BY ALBYN HOUSING SOCIETY

ALLOWANCE TYPE - DECANT	MAXIMUM AMOUNT	FREQUENCY
Short term with no cooking facilities no more than 2 weeks (hotel or similar)	£20.00 (adult) £15.00 (child)	Daily per person
Medium term decant up to 8 weeks (Albyn property)	£50.00	Weekly per household
Long term decant 9 weeks + (Albyn property)	£20.00	Weekly per household

ALLOWANCE TYPE REDECORATION	MAXIMUM AMOUNT	NOTES
Living room	£120	Subject to inspection
Kitchen	£105	Subject to inspection
Dining room	£90	Subject to inspection
Bathroom	£105	Subject to inspection
Additional WC	£60	Subject to inspection
Hall	£105	Subject to inspection
Hall/stairs combined	£190	Subject to inspection
Bedroom (each)	£90	Subject to inspection
Heating replacement including radiators (per room)	£35	Subject to inspection
Rewire entire property (per room)	£90	Subject to inspection
Partial rewire (per room)	£75	Subject to inspection
Window replacement (full property)	£190	Subject to inspection

DECANTS – SERVICES ORGANISED AND PAID FOR BY ALBYN

1. Removal to and from Decant Accommodation.

Albyn will pay the costs of removal to and from the decant accommodation. The costs will also be paid on return to the original property if the decant is temporary:

2. Disconnecting and Reconnecting of Washing Machine/Cooker

Albyn will pay the costs of disconnecting/reconnecting a washing machine and cooker. The costs will also be paid on return to the original property if the decant is temporary.

3. Disconnecting and Reconnecting of Telephone

Where the customer does not have access to a mobile phone but has a home landline, the Society will pay for disconnection / reconnection at the decant accommodation where the decant is for more than one week. The costs will also be paid on return to the original property if the decant is temporary.

4. Storage

Where the customers own home requires to be free of furniture and household goods Albyn will arrange for removal to storage and pay storage costs of items not being moved to decant accommodation.

5. Adaptations

Albyn will seek to keep to a minimum the cost of providing adaptations in a decant property which may include moving existing adaptations from the original property. The advice of an Occupational Therapist will be sought before an adaptation is installed.

6. Floor Coverings

Where works to a customer's home require the removal of floor coverings this will be organised by either the contractor carrying out the work or by Albyn who will employ the services of a reputable carpet fitter to lift and where necessary / possible, relay the tenant's carpets and floor coverings in the decant accommodation. Carpets and floor coverings which cannot be re-laid or are not required in the decant accommodation, will be stored. All carpets will be re-laid on return to the customer's permanent address.

7. Redirection of Mail

Albyn will pay for the redirection of mail if the decant is for a period of over one week where the customer is returning to their original home. Where the decant is permanent, mail redirection will not be paid.

8. Gas and Electricity

Where the decant property has pre-payment meters, Albyn will ensure that there is a minimum amount of credit of £20.00 in these. Thereafter it will be the responsibility of the customer to top up this amount as required.

Albyn will record meter readings at the original home and at the decant accommodation. The customer will be advised to contact the appropriate utility companies and any power consumed by Albyn or its contractor will be reimbursed at the appropriate rate, as noted on the customer's bill.

9. Cooking Facilities

Where the decant house does not have a gas supply suitable for connecting to a cooker and the decanted customer has a gas cooker Albyn will provide a temporary electric cooker.

10. TV Installations – Satellite and Cable

Albyn will not reimburse customers for the disconnection and reconnection of Satellite / Cable TV and / or Broadband internet connections.