



# Relocation (Decant) policy

## 1.0 Purpose and scope

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This policy sets out our approach to relocating tenants and homeowners, which includes shared owners and leaseholders, when they are required to move from their home due to an emergency, planned works or because of the demolition or sale of their property. Where we manage properties on behalf of another landlord, we will follow the landlord's own relocation policy. However, if the landlord does not have a relocation policy in place, we use our relocations policy for guidance.

This policy applies to all tenants and homeowners who live in properties owned and managed by Notting Hill Genesis, as well as homeowners and tenants impacted by compulsory purchase orders (CPO).

This policy aims to:

- Provide information and clear guidance about when tenants and homeowners may be required to move to enable works to be carried out
- Ensure that tenants and homeowners receive the appropriate payments that they are entitled to
- Ensure stakeholders and housing partners are made aware of decisions regarding disposal or major refurbishment of stock, where tenants and homeowners need to be relocated.

## 2.0 Definitions

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**Freeholder** – freeholders own **both the property and the land it is on** indefinitely.

**Relocation property** – a property temporarily occupied by a tenant on a licence while improvements or major repairs are carried out to their normal home which they are unable to occupy.

**Home loss payment** – a statutory sum to compensate tenants and homeowners for the permanent loss of their home if they are forced to move.

**Disturbance payment** – statutory payments given to tenants and homeowners to cover the reasonable expenses of moving home.

**Regeneration** – a programme of development of an area which includes the provision or improvement of housing alongside other socio-economic benefits.

**Renew scheme**- a scheme where we identify poorly performing homes and offer residents new homes that have been refurbished to a renew standard.

## 2.0 When a relocation is required

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We may require a tenant or homeowner to move due to redevelopment and regeneration of an area, major works or for emergency reasons. When making a decision, we will consider residents' health, safety and wellbeing, any vulnerabilities and moving arrangements before proceeding with the relocation process. We will relocate a resident when it is not safe to carry out works while they remain in their home.

The wishes and needs of each resident are taken into the consideration. However, the final decision of whether to relocate the resident will always remain with us.

As a rule, a tenant or homeowner will require a permanent move if one or more of the following conditions apply:

- The property is to be sold.
- The property is to be demolished.
- The property is to be enlarged or reduced.
- Our solicitors and/or health and safety specialists advise a permanent move is required.

Where a relocation is required, we involve the resident from the outset and keep them informed throughout the process with regular updates on when we require them to move, suitable offers of alternative accommodation and other relevant timescales.

We aim to ensure that the relocation process is managed by the resident's local officer. Alternatively, the moves officer will assist if the relocation is managed by the renew team. In some instances, such as a mass relocation, this might not be possible, and other teams or dedicated project managers may need to be appointed.

We will inform the resident as soon as they can return to their property and, when dealing with tenants, we will organise the arrangements for their move.

## 3.0 Voluntary relocations

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Relocations can also happen when a home has been identified perform poorly against a range of agreed criteria and so do not reach an acceptable quality standard. This is managed under our renew scheme, please see our [letting and allocations policy](#) for the eligibility criteria.

If tenants are moving as part of the renew scheme, they will be offered suitable properties and not be expected to bid.

We will provide assistance with certain moving and relocation expenses as part of the renew Programme; however a home loss payment will not apply.

## 4.0 Emergency relocations

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Emergency relocations are necessary when an event makes the property uninhabitable. Examples of emergencies include but are not limited to:

Interruption of vital services to property e.g. water or electricity supply.

- Fire.
- Major structural issues.
- Repairs required to communal areas that would prevent access to the property.

We recognise that the criteria for what requires an emergency relocation may differ for disabled residents and we will assess each situation on a case-by-case basis, in line with our [vulnerability policy](#).

### 4.1 Tenants

We will assist tenants where possible but also encourage them to approach their local authority to seek assistance and declare themselves homeless.

In circumstances where the move is for a short period of time (up to 10 working days), we will reimburse daily rent charges if the tenant arranges their own accommodation, including staying with friends or relatives. If hotel or B&B accommodation is more convenient, we will arrange this and cover the associated costs, including any agreed reasonable expenses, as outlined in [section 10](#).

If a resident has been relocated to emergency accommodation, for example a hotel, and it transpires that their property will not be habitable for longer than initially expected (10 working days), we will seek to change their status to a planned, albeit temporary, relocation. Where possible, this will involve relocating residents to properties within our own housing stock. If the tenant would prefer to source their own accommodation for this period, we will continue to make payments as per [section 11](#).

### 4.2 Homeowners

When a homeowner is involved in an emergency relocation, the onus is on them to organise their own accommodation. We will pay for emergency accommodation up front or support the process to organise this only in exceptional circumstances.

### 4.3 Support for residents

We will support all residents, regardless of tenure type, who are relocated in an emergency. Depending on the situation this may include offering specialist support to affected residents by giving them access to our health and wellbeing provider.

## 5.0 Planned relocations

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In the case of a planned move, we seek to relocate the resident for the minimum time necessary to carry out the repair or improvement works.

### 5.1 Tenants

Where we ask a tenant to move temporarily because of planned works, they are entitled to one offer of suitable alternative accommodation (see [appendix 1](#)).

Where a tenant refuses an offer of suitable alternative accommodation and where re-housing by negotiation and voluntary agreement has not been possible, we may exercise our legal right to seek possession or obtain an injunction.

Where necessary, tenants' personal possessions will be stored, and if damage is incurred, the nominated contractor's insurers will be liable. When items are left in situ, we will take inventory prior to works commencing.

## 5.2 Homeowners

If major repairs or improvement works are required, we will consult with the homeowner prior to any discussions around possible relocating and strive to seek the most equitable solution. In some cases, we may have a right to relocate a homeowner to enable repairs or major improvement works to be carried out under the terms of their individual lease.

If the homeowner refuses to move, and in doing so prevents us from discharging our repair and maintenance responsibilities (e.g. a homeowner refuses to move and prevents us from carrying out major works to the structure of the building), we will seek legal advice on the way forward.

## 6.0 Permanent relocations

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### 6.1 Tenants

We may require a tenant to move permanently for any of the reasons stated in [section 2](#) of this policy.

Permanent relocations will be registered with the relevant local authority allocation scheme and awarded the appropriate priority and property size as detailed in the [Allocations and lettings policy](#). Residents will have a period of six months in which to bid for a suitable property, unless the nature of the works requires a more urgent move. If they are unsuccessful, we will make an offer of suitable alternative accommodation. The tenant will retain their security of tenure at the permanent relocated property.

Tenants who are asked to move on a permanent basis may be entitled to home loss and disturbance payments (see sections [8](#) to [10](#)).

### 6.2 Homeowners

Where we are working in partnership with a local authority to regenerate a community, and they exercise their powers of compulsory purchase, we agree jointly any responsibility for consulting and compensating homeowners and freeholders who may be affected.

Where a freeholder or a homeowner accepts the valuation for their existing property and the home loss payment, we expect them to make their own arrangements to find suitable accommodation.

Our [leaseholder buy-back policy](#) sets out the circumstances where we will consider buying back a property from a leaseholder and how these decisions will be made.

## **7.0 Offers of alternative accommodation**

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### **7.1 Tenants**

Wherever possible, offers of alternative accommodation will be sized appropriately to the size of the household. We will recognise the access needs of disabled tenants when making offers of alternative accommodation. We will take into account suitability of location in line with suitable alternative accommodation outlined in [appendix 1](#).

Where a tenant is temporarily relocated and is under-occupying their home, an offer will be made that is smaller than their existing home, but suitable for the needs of the household. If families are overcrowded, in all circumstances, we will aim to offer them a larger property which is suitable for the needs of the household.

If the tenant is temporarily moved to a self-contained accommodation, they occupy this property only on a licence to occupy, which they must sign before moving into the property.

In all cases, we will make a single offer of suitable alternative accommodation. Should this be refused, we will consider taking legal action to compel the tenant to move. Throughout the legal action, a suitable offer of alternative accommodation will be maintained for the tenant. In practice, this may mean that a second offer is made to the tenant between their initial rejection and any court date. To minimise void costs, thought will be given as to whether a property should be kept empty as part of the original offer, or whether it is suitable for another tenant. In the case of the latter, a second property will need to be sourced.

## **8.0 Home loss payments**

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### **8.1 Tenants**

Home loss payments are payable under the terms of the Land Compensation Act 1973 and Planning and Compensation Act 1991. The eligibility criteria are detailed in [section 9](#) below.

The amount of compensation available under a home loss payment is determined by the latest annual update of The Home Loss Payments (Prescribed Amounts) (England) Regulations.

### **8.2 Resident homeowners/freeholders**

If subject to a compulsory purchase order (CPO), in addition to receiving a payment equal to the market value of their home, resident homeowners and freeholders receive a home loss payment of 10% of the market value of their home, between the minimum and maximum standard home loss payment as set out in the latest annual update of The Home Loss Payments (Prescribed Amounts) (England) Regulations.

Homeowners/freeholders who dispute the amount of home loss payment will be referred to the Upper Tribunal (Lands Chamber).

### **8.3 Non-resident homeowners/freeholders**

For non-resident homeowners or freeholders who are not eligible for home loss payments, compensation is subject to the negotiation process and legal advice.

## **9.0 Conditions of entitlement to statutory home loss payments**

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### **9.1 Tenants and homeowners**

In general, the resident will qualify for the statutory payment where:

- They have been in occupation of the dwelling or a substantial part of it, as their only or main residence throughout the period of one year ending with the date of displacement
- The property is their only or principal home
- The displacement is a direct result of the improvement or redevelopment of the property
- The displacement is permanent
- The displaced resident has been in occupation by virtue of a legal interest or right – this may include a previous period when the resident resided in the property under another person's tenancy (tenants only)
- Compensation will only be paid to tenants who are moving at our request and would not have done so otherwise.

When a tenant's home is totally redeveloped, for example demolished and rebuilt, it is considered a permanent relocation. This principle still applies if they return to the newly built property and the address is the same as previously.

For tenants who meet the conditions of entitlement to home loss but have been in occupation for less than a year, we will agree upon reasonable expenses that we will cover to facilitate this relocation. This payment will be made pro-rata, paid in respect of each month or part-month that the tenant has been in occupation.

### **9.2 Joint tenants**

Joint tenants are only entitled to one home loss payment per relocation.

### **9.3 Lodgers and licensees**

Lodgers and licensees do not qualify for home loss payments.

### **9.4 Sub-tenants**

Sub-tenants qualify for a home loss payment, but if they share any accommodation with the tenant such as a kitchen, bathroom or living room, they are entitled only to a share of the original home loss payment. If the sub-tenant occupies self-contained accommodation within the tenant's house, a full home loss payment must be paid to each person.

## **10.0 Disturbance and other payments**

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### **10.1 Disturbance**

In addition to a home loss payment, a disturbance payment is payable under the Land Compensation Act 1973 to tenants and homeowners permanently displaced from their home to enable redevelopment or improvement work to take place. The payment covers the reasonable expenses incurred in removal. This should leave the resident in no better or worse position than they were prior to the move.

To qualify for a statutory disturbance payment, a tenant must have had a lawful tenancy at the address on the date we acquired the land by agreement.

The amount payable will vary according to the circumstances of each case. It should equal the 'reasonable expenses incurred by the person displaced'. The tenant is entitled to claim only for actual losses, ensuring that these are mitigated as far as possible. Interest is payable on any amounts the tenant has spent from the day the expense was incurred to the day payment is made.

Homeowners/freeholders should receive a disturbance payment in addition to both the market value of their home and any home loss payment.

Lodgers or those with a licence to occupy are not entitled to disturbance payments.

Where we require a tenant to move permanently and they are not eligible for statutory disturbance payments, we will agree upon reasonable expenses that we will cover to facilitate this relocation.

### **10.2 Other payments**

Where we require a tenant to temporarily relocate, we will pay all reasonable expenses agreed in advance. Examples of these additional expenses can be found in [appendix 2](#). When we provide accommodation without a kitchen, such as a hotel, we will pay £20 per child under ten and £30 per person over ten per day to cover food expenses, if meals cannot be provided by the hotel.

Where a tenant has been moved temporarily to alternative accommodation, they will be responsible for the payment of council tax for that property. If the council tax is higher than that for their original property, we will refund the difference to the tenant.

## **11.0 Rent charges and arrears**

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Where we provide alternative accommodation on a temporary basis, residents will still be responsible for the rent and service charge for their original (permanent) property. The rent and service charge for the alternative accommodation will be set to zero.

Where tenants are relocated to a smaller property on a temporary basis, we will reimburse them for loss of bedroom.

If the tenant makes their own accommodation arrangements, including staying with family or friends, they will still be liable for rent at their permanent property and we will reimburse their daily rent of their permanent home for the number of days they are relocated.

Where we require the tenant with arrears to move permanently, the statutory home loss payment will be used to offset any outstanding money owed to us.

If tenants are moving permanently, they should retain the same rent type, for example social or affordable. However, the rent amount will change dependent on valuation of the property they are moved to.

## 12.0 Right to return

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### 12.1 Tenants

In circumstances where a tenant has moved to a new property because their original property is being redeveloped, for example demolished and rebuilt, we may offer the right to return. If the tenant has been in the new property for more than 12 months and accepts the right to return to an equivalent property, this second move does not constitute a relocation and therefore there is no entitlement to a further home loss payment, unless we compel the tenant to move. We will pay all agreed reasonable expenses for that second move, such as cost of hiring removal companies and transport to relocate.

## 13.0 Our approach

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In writing this policy we have carried out assessments to ensure that we are considering Equality, Diversity & Inclusion

We also carry out consultation with our staff, tenants and the wider community. If you'd like more information about this work, please get in touch with the Policy Team at [policy@nhg.org.uk](mailto:policy@nhg.org.uk)



### 3.0 APPENDIX 1 – SUITABLE ALTERNATIVE ACCOMMODATION GUIDELINES

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#### **Secure tenants**

If the resident refuses the offer of accommodation, we may seek possession under Ground 10 or 10A, Schedule 2 of the Housing Act 1985.

The ground is not subject to the requirement that it is reasonable to make an order, but suitable alternative accommodation must be available. In some circumstances tenants may be relocated to a property on our renew scheme.

#### Suitable alternative accommodation

The requirements are that the accommodation is 'reasonably suitable' taking into account the following:

- The nature of accommodation usually let by the landlord to persons with similar needs to the tenant
- Distance from place of work or education
- Needs and means of the family
- Distance from member of family who receives or provides support
- Terms compared to existing tenancy
- Provision of furniture, if furniture provided under existing tenancy.

#### **Assured tenants**

If the resident refuses the offer of accommodation, we may seek possession under Ground 9 or 6, Schedule 2 of the Housing Act 1988.

Ground 9 is a discretionary ground and the court must also be satisfied that it is reasonable to make an order. An alternative is to use Ground 6 of the Housing Act 1988 where the works involve demolition, reconstruction or other substantial works. This is a mandatory ground and suitable alternative accommodation does not have to be provided, although it is good practice to do so.

#### **Suitable alternative accommodation**

The accommodation must be reasonably suitable to the needs of the tenant and their family as regards:

- Proximity to place of work; and *either*
- Similar as regards rental and extent to the accommodation provided in the neighbourhood by the local authority for persons whose needs are, in the opinion of the court, similar to those of the tenant and their family, *or*
- Reasonably suitable to the means of the tenant and to the needs of the tenant and his or her family as regards extent and character, *and*
- Provision of furniture, if furniture provided under existing tenancy.

## 4.0 APPENDIX 2 – Reasonable expenses for temporary relocations

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- Temporary storage of items
- Moving costs
- Pre-paid utility bills for permanent property e.g. water
- Increased childcare costs associated with longer commutes
- Additional travel costs associated with the relocation

### Document Control

<b>Author</b>	Honor Virden, Policy and Procedure Delivery Officer
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<b>Approved by</b>	Policy group
<b>Policy owner</b>	Managing Directors of Operations

### Version Control

<b>Date</b>	<b>Amendment</b>	<b>Version</b>
January 2020	New Policy rolled out	v1.0
July 2020	Minor amendments agreed with ARCO	v1.1
December 2020	Covid-19 related statement added	v1.2
August 2021	Amendments made based on Paragon feedback	v1.3
March 2022	Removed COVID statement	V1.4
11/03/2024	Relocation status will change to planned if a resident is living in a hotel for more than 10 days	V1.5
20/01/2025	Policy reviewed - Changed payments offered if tenant arranges own accommodation	V2.0

	<ul style="list-style-type: none"><li>- Renamed decant to relocation</li><li>- Added if tenants are moved temporarily to smaller property we will reimburse rent for loss of bedroom</li><li>- Amended payments for food costs for hotel stays</li><li>- Added information on renew scheme</li></ul>	
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