

Midlands Rural Housing

Decant, disturbance and home loss payments policy

September 2026

This policy is implemented by Midlands Rural Housing on behalf of four independent partner associations: Leicestershire Rural Housing Association, Northamptonshire Rural Housing Association, Peak District Rural Housing Association and Warwickshire Rural Housing Association. Midlands Rural Housing provides the full range of housing and management services for these four associations in line with a procedure agreement.

Policy owner	Housing and Maintenance team
Approved by	SH/PO/MA/LO/JH
Approval date	30 September 2026
Effective date	1 October 2026
Review date	30 September 2029

1. Policy statement

This policy sets out how we will manage situations where a resident may need to move temporarily, known as a decant, or permanently from their home because it is unsafe, uninhabitable, or because significant works cannot reasonably be completed with the resident remaining in the property. It also explains how we will assess and make disturbance and home loss payments where applicable.

As a small rural housing association, we recognise that suitable alternative accommodation may be limited and there may not be a standard local decant route. Every case will therefore be assessed individually. Options may include hotel accommodation, self-contained temporary accommodation, accommodation with family or friends where suitable and agreed, or another reasonable arrangement based on the resident's needs and local availability.

We will seek to:

- protect residents' health, safety and wellbeing
- minimise disruption and inconvenience
- take account of individual needs, vulnerabilities and household circumstances
- ensure residents are not unfairly disadvantaged financially where a move is required by us
- comply with our legal and regulatory responsibilities.

This policy should be read alongside the Compensation Policy, Repairs and Maintenance Policy, Complaints Policy, Vulnerability Policy and Safeguarding Policy.

2. Scope

This policy applies to residents and lawful occupants living in homes owned or managed by the Association where a temporary or permanent move is required because the home is not reasonably fit for occupation during the required works.

It does not apply to:

- moves where a resident chooses to move even though the home remains safe and suitable to occupy
- management transfers managed under a separate rehousing process
- mutual exchanges
- temporary absence from the home unrelated to works or property condition.

3. Principles

In operating this policy, we will:

- assess each case individually rather than apply a blanket approach, recognising the limitations of accommodation supply in rural areas
- make decisions based on risk, suitability, availability, value for money and the resident's needs
- communicate clearly and sensitively with residents
- keep clear records of decisions, discussions, offers and support
- consider protected characteristics, medical needs, disabilities, caring responsibilities, schooling, employment, support networks, pets and transport needs

- distinguish between a temporary decant, disturbance payments for reasonable move-related expenses, and statutory home loss payments where a resident is permanently displaced and cannot return.

4. Decants

4.1 Types of move

- Reactive move: an emergency situation where the resident is expected to return, such as fire, flood, structural damage, or where the household cannot function day to day.
- Planned move: the need to move is known in advance, usually for major works, and the resident is expected to return.
- Permanent move: the resident cannot return, including where a temporary move later becomes permanent.

4.2 Assessing whether a decant is needed

Each case will be assessed individually by Housing and Maintenance and, where appropriate, other teams or specialist advisers. The assessment will consider:

- whether the works can reasonably be completed with the resident remaining
- the likely duration and disruption to utilities, facilities or access
- health and safety or safeguarding risk
- household composition and medical, disability or support needs
- schooling, employment and caring responsibilities
- travel and location issues relevant to rural areas
- availability of alternative accommodation
- whether belongings need to be removed or protected.

A resident may refuse an offer of temporary accommodation. We will discuss the reasons and consider reasonable alternatives. If suitable accommodation is repeatedly refused without reasonable grounds, we may not continue to make further bookings and may expect the resident to make their own arrangements, subject to the circumstances. Where there is a serious health and safety or safeguarding risk, or essential works cannot proceed safely with the resident in occupation, appropriate legal action may be considered.

4.3 Alternative accommodation

We do not operate a rigid decant pathway. Accommodation will be selected according to suitability and proportionality and may include:

- hotel accommodation
- serviced accommodation
- self-contained temporary accommodation
- a suitable available vacant property
- family or friends where appropriate and agreed
- another reasonable case-specific solution.

Short-term hotel or similar accommodation may be used in an emergency, but suitability will be reviewed once the immediate emergency has passed. A licence may be required for temporary

accommodation other than hotel or similar short-term accommodation. Arrangements with family or friends will be reviewed if the works take longer than expected.

4.4 Communication and support

Residents will receive clear information about:

- why the move is required and whether it is temporary or permanent
- the expected timescale and accommodation options
- the costs we will and will not cover
- their main contact
- how to raise a concern or complaint.

We will aim to provide a single point of contact where practical and maintain accurate records of contact, decisions and updates.

4.5 Tenancy, rent and charges

During a temporary decant, the original tenancy will normally continue and rent will remain payable on that tenancy. We will explain any temporary-accommodation charges and responsibility for utilities and related charges. Residents will be told which costs remain their responsibility and which expenses we will meet.

4.6 Belongings, removals and storage

We will assess whether belongings need to be packed or moved, storage or specialist removals are required, essential furniture or white goods need to be moved or provided, and additional support is required due to age, disability or vulnerability. Necessary and evidenced reasonable removal and storage costs will be met where the move is required by us.

A resident who believes belongings were damaged by a move or our works should notify us within five working days, allow ten days for inspection and provide photographs or other evidence where available. We will consider the matter under the Complaints Policy and Compensation Policy.

4.7 Resident responsibilities

Unless otherwise agreed because of individual circumstances, residents may be responsible for:

- redirecting mail
- disconnecting and reconnecting telephone or internet services
- notifying their contents insurer
- packing and unpacking personal belongings
- notifying utilities and paying utility bills; excessive use directly linked to works may be considered subject to evidence
- arranging alternative care for pets where necessary
- paying rent on the original tenancy
- paying council tax where the original tenancy continues.

Temporary accommodation is only for the resident and household members agreed by us. The household must comply with provider rules and tenancy obligations and may be liable for damage caused by household members or visitors. Serious or repeated breaches may result in cancellation of accommodation and recovery of reasonable costs.

4.8 Access and return home

Residents will not normally have access to the home during the decant because of health and safety requirements and the works. An exceptional or emergency access request must be made to the appointed officer, who will liaise with contractors and may arrange supervised access where safe and practical.

We will keep residents updated and notify them when the home is ready. Reasonable return arrangements and support will be made where required. Residents may return before all works are complete where remaining work can safely and reasonably continue in occupation.

5. Disturbance payments and support

5.1 Purpose and approach

Disturbance payments reimburse reasonable costs, losses or expenses caused by a temporary or permanent move required by us. There is no single fixed tariff. Decisions will consider the reason and type of move, household needs, available accommodation, necessary costs, support already provided and the Compensation Policy where relevant. Support may be provided directly, reimbursed, or combined.

5.2 Staying with family or friends

Where we have agreed that a resident may stay temporarily with family or friends instead of accommodation arranged by us, we may pay a family and friends allowance of £25 per household per night, up to £175 per week. This is intended as a contribution towards the additional household costs associated with accommodating the resident and is not a substitute for rent. The resident will remain responsible for rent on their original tenancy in accordance with this policy.

The allowance will only apply where a decant has been agreed by us and staying with family or friends has been agreed as a suitable alternative accommodation arrangement. The arrangement and payment may be reviewed where the decant becomes longer term.

5.3 What may be considered

- removals, storage and packing or unpacking support
- additional travel and laundry costs
- a contribution towards food where accommodation has no cooking facilities, subject to receipts and prior guidance; alcohol, tobacco, vaping products and non-essential items will not be reimbursed
- reconnection costs
- unavoidable and appropriate pet boarding or related costs
- other reasonable out-of-pocket expenses arising directly from the move, not covered by the resident's home contents insurance.

5.4 Limits and exclusions

We will not normally meet costs that are unrelated, excessive, avoidable, unsupported where evidence is reasonably available, covered by insurance or another source, improvements or upgrades, or unapproved discretionary spending where prior approval could reasonably have been obtained.

5.5 Payment process

Residents should discuss anticipated costs in advance, seek approval before significant expenditure where possible, provide receipts or other evidence, and submit claims as soon as reasonably possible and normally within 28 days of returning home or incurring the expense unless exceptional circumstances apply. Agreed reimbursement will usually be made within 14 days of receiving the required evidence and payment details. We may make advance or direct supplier payments where appropriate to reduce hardship. Disturbance payments are not a substitute for compensation for service failure.

6. Home loss payments

6.1 Purpose and eligibility

A home loss payment is a statutory payment for the distress and inconvenience of permanent displacement in qualifying circumstances. A resident may qualify where the permanent move is for a reason covered by law, the home was the only or main residence for the one-year period before displacement, and the resident had a qualifying legal right to occupy.

Additional considerations include that lodgers and licensees do not qualify; joint residents are entitled to one payment; successors may have the original tenancy period counted; and a resident evicted before permanent displacement will not receive a payment.

6.2 Amounts, claims and decisions

Payment amounts are determined by the applicable government regulations. Payments, including discretionary payments beyond statutory requirements, may be offset wholly or partly against debts owed to us, subject to individual consideration of circumstances and vulnerability.

We will explain the information required, assess the claim and confirm the outcome in writing. Residents may be required to provide evidence. A written claim must be submitted within six months of permanent displacement. Payment will be made on or before the move date, or within three months of receiving the written claim, whichever is later. Where entitlement is refused, the reasons and complaints route will be explained.

Home loss payments are not generally payable where a move is required solely for repair works. Statutory home loss or disturbance entitlement may not apply where a property is sold and not redeveloped.

7. Equality, vulnerability and safeguarding

Decants may particularly affect older or disabled residents, people with physical or mental health needs, carers and households with children in education. We will make reasonable adjustments and consider protected characteristics, vulnerabilities and safeguarding throughout.

8. Complaints and review

Residents may use the Complaints Policy if dissatisfied with the decision to decant, accommodation suitability, support, costs, or a disturbance or home loss decision.

9. Responsibilities

Function	Responsibility
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Housing Officer	Named resident contact; overall support; accommodation and payment arrangements; maintaining the audit record.
Maintenance Surveyor	Works and property-safety assessment; belongings requirements; weekly progress information; contractor liaison; maintaining technical records.
Housing Manager and Maintenance Manager	Regular case oversight; decant sign-off; approval of significant payments, long-term decants and exceptional arrangements.
Finance	Processing approved payments.

10. Legal and regulatory framework

- Land Compensation Act 1973, particularly sections 29 and 30
- applicable Home Loss Payments prescribed amounts regulations
- Housing Ombudsman guidance on temporary moves and landlord expectations
- Equality Act 2010
- Planning and Compensation Act 1991
- Regulator of Social Housing Tenancy Standard
- other relevant housing, tenancy, health and safety and compensation requirements.

11. Version control

Version	Date approved	Approved by	Summary of changes	Review date
1	30 September 2026	SH/PO/MA/LO/JH	New policy reformatted to MRH policy template	30 September 2029