



Decant Policy

1. Introduction

- 1.1 Salvation Army Homes aims to provide "Safe homes. Transform lives" and to develop high quality housing. Sometimes there is the need to decant (move) residents to another property because repairs must be carried out which cannot be completed with residents staying at the property.
- 1.2 Decants are usually necessary because of the following:
 - The property requires major repair work
 - The property needs refurbishment
 - The property needs modernising
 - The property is to be demolished
 - The property is sold under a disposal program / end of lease
 - The contract is lost with the relevant commissioner of the service
 - In an emergency or disaster, such as major flooding, fire or damage to the property or damp and mould presence, making it uninhabitable
- 1.3 This policy outlines our approach in such cases.

2. Scope

- 2.1 The policy applies to all residents living in Salvation Army Homes premises and employees involved in managing the decant process.
- 2.2 Salvation Army Homes know that decants can be disruptive and difficult for residents and will ensure that:
 - Residents are consulted about decants
 - Residents are provided with clear information and keep them informed throughout the decant process
 - Residents' needs are considered regarding alternative accommodation.
- 2.3 The most relevant piece of legislation to the decant process is the Land Compensation Act 1973, around making payments to residents and owners. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move. The Act requires that a claimant meets all the following criteria to qualify for a home loss payment:
 - They must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement

- The move must be permanent
 - The claimant must be an assured periodic resident, a secure resident, or a spouse with occupancy rights.
- 2.4 In addition to the above, the claimant's removal must be in consequence of one of the following events:
- Compulsory acquisition of the property by a body with compulsory purchase powers
 - The development of land acquired by an authority with compulsory purchase powers
 - Improvement or redevelopment by a registered provider (RP)
 - Demolition of dangerous buildings
 - A court order for recovery of possession of a property by an RP, with suitable alternative accommodation being available to the resident. This only applies to secure residents.
- 2.5 Residents who must decant due to:
- Major works: have a legal right to return
 - Remodelling: do not have a legal right to return
- 2.6 Salvation Army Homes aims to maintain its homes to a high standard. Sometimes, Salvation Army Homes may need to decant (move) residents to another property if major repairs are required. Salvation Army Homes may also decant if redevelopment or demolition are necessary due to the property condition.
- 2.7 The policy considers the requirements of the Land Compensation Act 1973 and The Home Loss Payments (Prescribed Amounts) (England) Regulations 2022.
- 2.8 The policy provides guidance to both employees and residents on how Salvation Army Homes will manage decanting properties and the process involved.

3. Principles

- 3.1 To manage decants in an efficient and equitable manner.
- 3.2 To cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis.
- 3.3 To make reasonable payments to residents who are subject to a compulsory move.
- 3.4 Fairness in the calculation of amounts due to residents, if not determined by statute – using a fair basis for assessment of the loss or costs incurred.
- 3.5 Prompt payment, making every effort to determine the amounts due as soon as possible after an event giving rise to a resident's claim.
- 3.6 In situations where there is clear evidence of financial hardship caused by the

move, interim payments will be considered.

- 3.7 Assist residents in moving and arranging any necessary move required because of work being carried out.
- 3.8 Attempt to ensure that accommodation is provided with similar adaptations where an individual has particular needs, and their existing home has been specially adapted.

4. Policy Statement

- 4.1 Salvation Army Homes will work with residents throughout the decant process to ensure that the disruption to their lives is kept to a minimum.
- 4.2 Where applicable a payment will be made to them under the following categories:
 - Home loss payments
 - Decant payments
 - Replacement Allowances
- 4.3 All payments, including those made at the discretion of Salvation Army Homes, may be offset, wholly or partially, against debts owed to Salvation Army Homes.
- 4.4 Salvation Army Homes will, as far as reasonably possible, ensure existing residents can return or remain in the locality. However, this may not always be possible particularly when a scheme is being remodeled with fewer properties. If this is the case, Salvation Army Homes will work with residents to provide options, including liaison with the local authority.
- 4.5 There are occasions when a temporary decant becomes a permanent move, i.e. if the extent of work required is so great that Salvation Army Homes deems it appropriate to sell a property. Salvation Army Homes does not, however, consider it appropriate to use the decanting process to move residents permanently who wish to transfer for reasons other than those identified as the reasons for decanting.
- 4.6 If a resident wishes to move with no assistance, then Salvation Army Homes will pay a non-negotiable one-off payment and will use its judgement to make a fair and reasonable offer.
- 4.7 Residents will need to arrange their own contents insurance.
- 4.8 Where appropriate, for example if a resident is elderly or vulnerable, Salvation Army Homes will offer additional support, either directly or through a suitable third party, by conducting a risk assessment and then working with the individual to put in place steps to mitigate risks identified.
- 4.9 If Salvation Army Homes' plans on decanting a resident away from their current home, they will be consulted with first. If redeveloping and agree they can return to the property afterwards, their views on how it should look will be sought and what amenities should be available.

4.10 Alternative Accommodation Criteria & Standards

The criteria for alternative accommodation to be provided by Salvation Army Homes are as follows:

- 4.10.1 Where possible, residents being moved due to remodeling or major repairs will be allocated a property within the same locality as the property in which they already live.
- 4.10.2 Accommodation will be allocated according to the residents' needs, which will be assessed by:
 - Size according to family complement
 - Location for specific reasons
 - Resident's stated preference

4.11 Any disability related needs of the resident or the resident's household, for example, if an extra bedroom is required for carers

- 4.11.1 Only applicants who currently reside as part of the original household at the time of the move will be considered in the decant considerations.
- 4.11.2 Due to the wide geographical spread of Salvation Army Homes' stock, accommodation from other social landlords may be utilised.
- 4.11.3 If the resident has rent arrears on the property being decanted, then an agreement to repay these will be defined as an express term of the tenancy agreement, either for the tenancy of the temporary accommodation provided or the alternative permanent accommodation provided.
- 4.11.4 In some circumstances a license agreement may be issued for the temporary property instead of a tenancy. Where the decant resident has exclusive use for a specified time and makes a payment, case law establishes this would be a tenancy. If neither of these three elements is present, then it is arguable the agreement can be a license. Unless agreed otherwise, the resident will retain the same rights upon returning to permanent accommodation as provided in the previous permanent accommodation.
- 4.11.5 When a resident is required to move to an alternative property under Salvation Army Homes's management, the rent/license charge they pay will be the same – unless the amount is less than that of the existing property, in which case the rent/license charge payable will be the lesser amount.
- 4.11.6 Where the provision of temporary accommodation is for the purpose of remodeling or modernising the resident's existing home, the resident cannot stay in this accommodation permanently. Residents will be required to sign a declaration agreeing to return to their remodeled/modernised home prior to moves being arranged.

- 4.11.7 Where a move has occurred due to the demolition or disposal of a property, residents will be made an offer of permanent alternative housing as properties become available.
- 4.11.8 Where the decant is permanent, the resident will be required to relinquish the tenancy of the property they are moving from, and Salvation Army Homes will issue an appropriate occupancy agreement for the new property as defined in the Occupancy Agreements Policy.
- 4.11.9 Salvation Army Homes will ensure that the accommodation provided will be to the normal letting standard of the organisation.

4.12 Laundry service – washer/dryer (see point below)

- 4.12.1 Where residents have access to laundry facilities and have paid for them, and they are moving back into a remodeled property without this amenity, then they will receive a gift of a washer/dryer for their property. This will not be maintained by Salvation Army Homes and will be paid for only once.
- 4.13 Where a decant is not permanent, a short-term move to another property may not be necessary, and other methods of vacating the accommodation for the required purpose can be considered, including:
- Staying with friends and family
 - Hotel accommodation
 - Provision of holidays
- 4.14 These should be considered for periods up to three weeks and emergency situations (please see below). Salvation Army Homes will pay the equivalent of mid-range accommodation (Travelodge/Premier Inn standard), including meals in the locality of the decanted home, with the number of bedrooms reflecting the number of bedrooms the household would qualify for under the standard lettings criteria.
- 4.15 If you choose to make your own hotel / B&B arrangements, the cost of the accommodation must be reasonable and agreed with us in advance.
- 4.16 Except for emergency situations, this option will only be offered or provided with the authorisation of the Chief Executive.
- 4.17 There may be exceptional circumstances not covered in this policy and Salvation Army Homes will apply its discretion in making any further offers of accommodation or assistance where warranted.

4.18 Home-loss

- 4.18.1 If your move is permanent, you may be entitled to a 'home-loss' payment. Payments are made in accordance with the Land Compensation Act 1973. If you are a resident, you will receive the current home loss payment if you have been a resident at the property (as your only or main residence) for no less than 1 year. For the current home loss payment see; The Home Loss Payments (Prescribed Amounts) (England) Regulations 2023 ([legislation.gov.uk](https://www.legislation.gov.uk))

4.19 Decant Payments

- 4.19.1 Decant payments will be made to residents where they are to be temporarily relocated to alternative accommodation as defined in the Definitions section. Salvation Army Homes will use its judgement to make a fair and reasonable offer. The payment will be the same if the resident makes their own rehousing arrangements.

4.20 Replacement Allowance

- 4.20.1 The Replacement Allowance is to ensure that residents are not significantly “out of pocket” as a direct result of works taking place in their home. These are contributory compensation payments to reflect that household items may no longer fit back into an improved house; however, they are not intended to cover full costs. The intention is, therefore, to acknowledge this possible eventuality as well as to achieve across the board consistency and fairness in the levels of payments made.

4.21 Types of allowance provided:

The following are the allowances available and the criteria for issuing them, reasonable costs will be paid:

- 4.21.1 Decoration: Where properties have been the subject of decanting arrangements, all rooms affected by the works will be fully decorated prior to the return of the existing resident or allocation to a new resident. This will be to the basic finish as per Salvation Army Homes’s lettable standards, as detailed in the Void Management Policy. Salvation Army Homes will seek to consult with residents and offer choices wherever possible.
- 4.21.2 Window blinds: Where replacement windows have been installed which alter the dimensions so that the existing blinds do not fit, an allowance is authorised to compensate for alterations or contribute to new blinds, as the resident desires.
- 4.21.3 Floor covering allowance, damage to existing: Where damage to floor covering is anticipated as part of the work, e.g. if the new kitchen units are a different size from existing units leaving a gap in the floor covering, then an additional floor covering allowance will be approved.
- 4.21.4 Floor covering allowance – wooden or laminate flooring and non-slip flooring/tiles: Where residents have fitted wooden or laminate flooring (with the prior permission of Salvation Army Homes), and this is unavoidably damaged during removal from the property, an additional floor covering allowance will be approved.
- 4.21.5 Removal and storage of furniture: Employees will, where required, arrange the removal and storage of the resident’s furniture directly with a removal contractor on the resident’s behalf. Employees must ensure that all necessary insurances are in place to cover the potential for damage during removal or while in storage. During the removal of residents’ belongings, residents will be expected to be involved in:

- Preparing an inventory
- Labelling items and taking notes on conditions
- Taking photographs of belongings

4.21.6 In relation to the above requirements, additional support with this will be provided to vulnerable and elderly residents.

4.21.7 Salvation Army Homes will not make any discretionary payments where the need for a decant has arisen due to the willful or negligent actions of the resident or a member of their household.

4.22 Disputes

4.22.1 This policy aims to cover all decant situations, however, if a resident does not feel that Salvation Army Homes is offering a fair and reasonable temporary or permanent move and supporting arrangements, then this can be appealed via the Complaints Policy prior to the decant commencing (unless emergency decant applies).

4.22.2 Salvation Army Homes wants to work with residents as much as possible when a decant is needed. However, if the resident refuses to move when a decant is necessary, Salvation Army Homes will take legal action to require the resident to move.

4.22.3 Salvation Army Homes will always try to ensure to make at least one reasonable offer of accommodation before going to court and will try to make an offer as near to the resident criteria as possible, however the options available depend on the properties available at the time.

4.23 Emergency Situations

4.23.1 In emergency situations Salvation Army Homes will, in the first instance, concentrate on locating suitable temporary accommodation for the resident(s), their family and any pets. Once the immediate emergency situation has been dealt with, Salvation Army Homes will either return them to their home or continue with the normal decant procedures.

4.23.2 No emergency is the same, however Salvation Army Homes's priority will always be to the safety of residents and their possessions, in that order.

Definitions

4.24 Decanting

4.24.1 A legal definition used to describe the process where residents are required to move from their homes due to the reasons stated in the Introduction above. These plans may involve major repairs or improvement to the property (resulting in a significant change of character, e.g. building an extra room), and will require a resident to move out, either temporarily or permanently, for the works to be completed.

4.25 Permanent decant

- 4.25.1 When a resident is moved out of their property and the organisation has no intention of enabling them to return.

4.26 Temporary decant

- 4.26.1 When a resident is moved out of their property to enable work to be carried out, with the intention of returning them to the property at the earliest opportunity.

4.27 Emergency decant

- 4.27.1 Where an unexpected event has caused a property to become uninhabitable, in most cases Salvation Army Homes will contact the local authority. In accordance with the law, local authorities have a duty to rehouse any person that is homeless because their property is uninhabitable.

4.28 Other options include:

- Staying with friends or relatives;
- Staying in a B&B or hotel accommodation

5. Roles and Responsibilities

- 5.1 In the appraisal of major works proposals, it is the responsibility of Asset Management to budget for any decanting costs.
- 5.2 In the appraisal of potential disposals or demolition, the Head of Development and Business Growth is responsible for budgeting for decanting costs.
- 5.3 Both Asset Management and Housing will work jointly to manage the decant process. To ensure the best possible service, a named project manager will be assigned to the decant process throughout, responsible for coordinating all aspects of the process and acting as a central contact point for affected individuals. Residents will be formally notified in writing of the name and contact details of the designated project manager.

5.4 Provision of emergency accommodation where a decant is necessary due to an emergency in Supported Housing schemes

This will be overseen by the Service Manager with the support of the Regional Manager and Head of Service. Details of the process to follow in these circumstances should be noted in the scheme's Emergency Response Plan.

5.5 Where an emergency in our Agency Managed Services requires residents to be decanted to emergency provision

- 5.5.1 The managing agent is responsible for securing alternative accommodation and should follow the process identified in their own Emergency Response Plan.
- 5.5.2 This process should be supported by the Regional Manager for Agency Managed Services who ensures that any Emergency Response Plan is relevant and up to date as part of the contract monitoring process and

Salvation Army Homes Asset Management Team. Where a decant is required because of work, which is Salvation Army Homes responsibility under the occupation agreement or statute, Salvation Army Homes will meet the cost of the alternative accommodation.

5.5.3 Responsibilities for Managing Agents and Salvation Army Homes are contained within the Management Agreement for the service.

5.6 It is the responsibility of employees to consult with residents at least six weeks prior to any decant being undertaken. Residents' views and opinions must be recorded and considered as part of the decision-making process, with written feedback provided in a timely manner.

6. Data Protection and Equality Impact

In developing this policy, we have carried out assessments to ensure that we have considered:

- Equality, Diversity and Inclusion
- Privacy and Data Protection

To request a copy of these full assessments, please contact the Business Assurance Team at business.assurance@salvationarmyhomes.org.uk.

7. Further information

If you have any questions regarding this policy, please contact your line manager or the Business Assurance Team at business.assurance@salvationarmyhomes.org.uk, who will direct your query to the relevant Policy owner.

Legislative and Regulatory Framework

The following legislation, regulatory standards and documents can be relied upon to inform this policy.

Legal Framework	Regulatory Standard	Other documents
The Land Compensation Act 1973	Safety and Quality	Compensation Policy
The Home Loss Payments Regulations 2022	Tenancy	Occupancy Agreements Policy
Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's Law)		Health and Safety Policy
		Damp and Mould Policy
		SAH Management Agreement

Document History Log

Lead Reviewer	Date			Version	Approval	
	Created:	Revised:	Expiry		By	Date
HoH&CS			June 2027	1.7	SMT	26/06/24
BAA	References to Awaabs Law & section 5.5 clarifications	March 2026	June 2027	1.8	HofSH	26/03/26

Equality Impact Assessment Summary			
Protected characteristics	Impact (Positive, Negative, Neutral)	Protected characteristics	Impact (Positive, Negative, Neutral)
Age	Negative	Disability	Negative
Sex	Neutral	Race	Neutral
Religion or Belief	Neutral	Sexual Orientation	Neutral
Marriage / Civil Partnerships	Neutral	Pregnancy / Maternity	Neutral
Gender Reassignment	Neutral		