

Plus Dane Housing

Relocation Policy

May 2024
NEI-POL-13-04



Contents	Page
1 Policy Statement.....	5
2 Policy Aims	5
3 Links to Corporate Plan	5
4 Roles and responsibilities	6
5 Our Approach	6
5.1 Types of relocation.....	6
5.2 Authorising a relocation:.....	9
5.3 Short-term temporary relocation.....	9
5.4 Allocation of homes	10
5.5 A suitable offer	10
5.6 Relocation Agreements	10
5.7 Customer requests for a permanent move	10
5.8 Large scale programmes requiring relocation	11
5.9 Permanent displacement.....	12
5.10 Home Loss Payments	12
5.11 Disturbance Payments	13
6 Grounds for possession.....	14
7 Assurance.....	14
8 Equality Impact Assessment.....	14
9 Modern Slavery & Human Trafficking	15

1 Policy Statement

We strive to create vibrant communities by making the best use of our homes as set out within our Lettings Policy and Asset Management Strategy. There may be times where we may need to temporarily relocate customers to allow for major works, refurbishment or emergency works to take place. There may also be occasions when customers require permanent relocations where homes are identified for demolition or regeneration programmes.

We recognise that relocating can be a stressful experience and so we will always aim to create a plan of works that allows customers to remain in their homes whilst repairs are completed. Where this is not possible, and a temporary or permanent relocation is required, we will work with customers to ensure the disruption to their lives is kept to a minimum.

The policy applies to our rental customers, whether relocating temporarily or permanently across our homes. It applies to individual(s) listed on a tenancy agreement as the tenant or joint tenant, anyone living in the home who is a dependent of the legal tenant(s) and any family members registered with Plus Dane as being part of the household at the address. It does not apply to any non-dependent household occupants (for example, lodgers or sub-tenants).

There are specific circumstances where our legal responsibility also extends to shared owners or leaseholders and these are clearly highlighted within the document.

2 Policy Aims

The aims of the policy are to:

- Develop a consistent approach to the management of relocations.
- Provide clear and accurate information to customers to minimise the disruption caused when relocation is required.
- Ensure customers are aware of the choices available when relocating.
- Ensure that customers are not financially disadvantaged as a result of being required to relocate.
- Contribute to regeneration across the local authority areas in which we operate by assisting local authorities and other registered providers with relocation programmes.
- Support and consult customers throughout the relocation process.

3 Links to Corporate Plan

This policy links to our customer promise to deliver quality homes and vibrant communities by making best use of our available homes and ensuring that we

work closely with customers to consider suitable alternative options in a timely way.

4 Roles and responsibilities

Roles	Responsibilities
Director of Communities	Responsible for ensuring that relocation activities comply with this policy
Director of Homes	Responsible for ensuring that repair works are managed in line with this policy, helping customers to stay in their homes
Head of Communities and Support	Overseeing relocation programme for large scale regeneration/refurbishment programmes. Authorising disturbance payments
Housing Manager	Review customer requests for permanent relocation. Manage the temporary/permanent relocation process by: Being a single point of contact throughout the process Consult with customers when relocations are required Ensuring all relevant teams, such as the Customer Access Team, are aware of the process and how to report/escalate issue. Consult with the Commissioning Authority on any relocation involving extra care or supported accommodation where required.
Finance Team	Processing any approved payments
Lettings Manager	Responsible for allocating homes for relocation in line with this policy

5 Our Approach

There will be times when we may need to ask customers to leave their home on either a temporary or permanent basis. This is generally to allow for repairs or improvement works to be completed to a home in line with the repairs and maintenance responsibilities set out within the relevant tenancy agreement or leasehold document.

5.1 Types of relocation

We recognise that a relocation can be disruptive to households and our approach is for relocation to only be explored once all other options that allow a customer to remain in their home have been considered and discounted. When

a need for relocation is identified, we will provide suitable alternative accommodation that meets the housing need of the impacted customer and all eligible household members. In most circumstances relocation is a temporary measure, with customers returning to their original home. Permanent relocations are considered in exceptional circumstances as set out within this policy.

The typical reasons for a temporary relocation are:

Relocation required due to:	Approach
Major Works and Refurbishments	We will aim to carry out improvement works and major repairs whilst customers remain in their home. However, where the health and safety of the customer or eligible household members would be at risk if they were to remain in situ, or if the extent of the works are such that it's not possible to complete them whilst the customer remains in their home, we will arrange for a relocation.
Emergencies (such as flood, fire & storm damage)	Where an emergency situation makes the home unsafe, the local authority has a responsibility to find alternative accommodation, in line with section 11 of the Housing Act 1988 which states landlords are exempt from reinstating or rebuilding such properties damaged by fire, flood etc. However, as a responsible landlord we will work with the local authority to offer relocation, where possible and appropriate, until the original home is available to move back in to, this can include a stay in a hotel until a more suitable alternative can be found, or the home is ready for the customer to move back home.
Resolving causes of damp & mould	In the event that damp, and mould is present in a home and is considered injurious to the health of the household, we will arrange a relocation as it is not safe for them to remain in situ whilst the issues are resolved. If we identify significant cases in neighbourhoods that are going through managed change, resolution of damp and

	mould causes will be considered as part of the regeneration project to minimise the effects on those living in the homes.
<p>Large scale regeneration & development programmes [Relocation]</p> <p>In accordance with Section 105 of the Housing Act 1985, we will consult with customers when considering large scale programmes.</p>	<p>In most circumstances, Plus Dane will intend for customers to return to their original home after large scale regeneration and development programmes have been completed. Customers will be relocated temporarily and will return to their original home.</p>

The typical reasons for a permanent relocation are:

<p>Large scale regeneration & development programmes [Permanent Displacement]</p> <p>In accordance with Section 105 of the Housing Act 1985, we will consult with customers when considering large scale programmes.</p>	<p>For large scale or complex programmes that will be significantly disruptive, customer's may be required in circumstances where Plus Dane has determined there is no option for them to return to their original home. This is referred to as a 'permanent displacement'.</p> <p>A permanent displacement attracts statutory payments that are listed in section 5.10 and 5.11</p>
<p>Customer request for a permanent relocation where we have identified a need for a temporary relocation</p>	<p>Customer requests to relocate permanently, rather than on a temporary basis, will generally not be approved.</p> <p>When entering into their tenancy agreement, customers are allocated their home in line with our Lettings Policy which sets out our approach to allocating homes in a fair and transparent way. Where the allocation of the original home remains appropriate, customers looking to move permanently cannot do so under this policy.</p> <p>Exceptions to this are listed in section 5.7</p>

Leasehold and Shared Owner relocations:

<p>Emergencies (such as flood, fire & storm damage)</p>	<p>Plus Dane will not arrange a relocation. Shared Owners/Leaseholders will be required to make their own arrangements and claim via their building insurance policy</p>
---	--

	to cover the cost of alternative accommodation and all other associated expenses/costs.
Where the agreement states that it is Plus Dane’s responsibility to make the required repairs	<p>We will offer non-financial support in terms of signposting and advice. Leaseholders are expected to arrange their own relocation and to recover their costs for alternative accommodation and other expenses from their insurance provider.</p> <p>If the relocation is due to major works / improvements being initiated by Plus Dane, we will apply the same benefits for leaseholders and shared owners that customers with tenancy agreements in the same location receive.</p>

5.2 Authorising a relocation:

Approval for a customer relocation is as follows:

- Large-scale development programmes – Board approval, Chief Executive, Deputy Chief Executive, Executive Director Customer, Communities and Homes.
- Major Investment works - Director of Homes, Director of Communities. This will be determined by the trigger for the investment works.
- Emergency such as fire or flood – Director of Communities, Head of Communities, Housing Manager
- Repair Works – Repairs Manager, Housing Manager
- Adaptation Works – Head of Assets and Planned Delivery, Housing Manager

5.3 Short-term temporary relocation

Where the requirement for relocation is likely to last no longer than 2-3 weeks, we will explore alternative arrangements with customers in the following order of priority:

1. Stay with family and friends.
2. Guest rooms in sheltered accommodation.
3. Arrangements with other registered social landlords (RSL’s).
4. Hotel accommodation (including reasonable out-of-pocket expenses for meals incurred as a result of not being able to prepare meals at the tenancy address).

5.4 Allocation of homes

If a temporary relocation is to last longer than 2-3 weeks, or a permanent move has been identified, the Housing Manager will add the requirement to the relocation list and the Lettings team will begin to search for suitable alternative homes. Homes becoming vacant will be considered in the following hierarchy:

1. Relocation (Temporary or permanent) / Management Move / Permanent Displacement
2. Choice Based Lettings / “Direct lets” through alternative marketing methods

If the home meets the need of any customer requiring a relocation the Lettings team will notify the Housing Manager who will offer the home to the customer.

If it does not meet the needs of a customer, or if it has a restriction imposed on it, such as a newly built home with a section 106 restriction requiring the home be let via Choice Based Lettings, the home will then be let in line with the Lettings policy.

5.5 A suitable offer

A suitable offer will be assessed on housing need. Customer preferences will be considered and accommodated if possible, however if a temporary relocation is required in order to address health and safety concerns, or in order to ensure the home continues to meet the Decent Homes Standard as set by regulation, it is important that works can begin in the home as soon as possible. Customers will be made a maximum of three suitable offers for a relocation. If a customer declines all three offers, we will follow the Access procedure to arrange access to the home to begin completion of the works. If access is refused, we will take appropriate legal action as set out in the procedure in order to reach a resolution.

Where housing needs are unique and suitable homes are in short supply, such as customers who live in adapted homes, we will work closely with customers to explore suitable alternatives taking into consideration the length of time the relocation is for.

5.6 Relocation Agreements

Customers who are relocated on a temporary basis will be required to sign a ‘Relocation Agreement’ which will set out the terms of the relocation. This includes confirmation that they are to return to their original home and information relating to their tenancy status throughout the period, and that they will retain their status once they return to home at the end of the temporary relocation. It will set out that the rent due for the original home will continue to be charged throughout the period and confirm no additional rent will be charged for the temporary home.

5.7 Customer requests for a permanent move

Customer requests to move permanently to an alternative home, instead of a temporary basis, will generally not be approved. When entering into their

tenancy agreement, customers are allocated their home in line with our Lettings Policy which sets out our approach to allocating homes in a fair and transparent way.

Where the allocation of the original home remains appropriate, customers looking to move permanently cannot do so under this policy. Customers are able to look for a new home by registering with the local authority choice-based lettings scheme, applying for homes advertised through sites such as Rightmove and Zoopla and by mutual exchange. If a customer chooses to look for a permanent home to relocate to, we will continue to progress with a temporary relocation under this policy so that repairs are completed in the appropriate timescale.

Where a need for a temporary relocation has been identified and customers would like to request a permanent move, or the customer requests to remain in the temporary home on a permanent basis, we will consider the request in the following circumstances:

- The customer's circumstances have changed since the granting of the original tenancy and the home no longer meets their housing need (e.g. overcrowding/underoccupancy).
- A temporary relocation is likely to have a significant impact on the health and safety of a customer or their household members.

Requests for a permanent move will be considered by the Housing Manager who will escalate for approval where appropriate as set out within the procedure. A decision to approve a permanent move rather than a temporary move will be made at our discretion and there is no right of appeal.

Where a temporary relocation was planned, and we approve a permanent move instead, or if the customer requests to remain in the alternative home after a temporary relocation, they will not be treated as a permanent displacement in terms of any statutory rights. This is because the permanent relocation is at the request of the customer. We will record the customer's request and our decision in writing, so that there is clarity around the lack of right to a home loss payment.

5.8 Large scale programmes requiring relocation

Large scale regeneration and development programmes are subject to Board approval. We will consult with customers regarding proposed relocation programmes in accordance with Section 105 of the Housing Act 1985.

Priority for a relocation shall be decided by the date the scheme is included in a programme and then by the commencement of tenancy date with priority to those customers with the longest period of tenancy.

Accommodation may not be an exact match of the tenant's current accommodation but will meet essential accommodation needs and will be in line with our bedroom criteria as set out in our Lettings Policy.

When a suitable vacancy arises, it will be offered to the most appropriate customer, taking into account household needs, with the longest period of tenancy/occupancy.

Specialist accommodation including adapted properties and general needs bungalows will generally be allocated to customers with a specific need for that type of property.

5.9 Permanent displacement

Where Plus Dane requires a customer to vacate their home in order to carry out an improvement or redevelopment, this is referred to as a 'permanent displacement'. A customer will not be regarded as permanently displaced if there is an intention to return their original home on completion of the works. Similarly, a customer will not be considered as permanently displaced when, for reasons of personal preference, a customer elects to make a permanent move rather than return to their original home.

The legal considerations for Customers who are permanently displaced will depend on the rights included within their tenancy. We will discuss the impact with each individual customer, including consideration of areas such as Right to Buy or Right to Acquire. Customers may also be entitled to statutory home loss and/or disturbance payments in accordance with the Land and Compensation Act 1973 and the Home Loss Payments (Prescribed Amounts) (England) Regulations 2015.

Statutory Home Loss and Disturbance are two separate payments with different entitlement criteria. A displaced customer may have entitlement to both Home Loss and Disturbance payments, although there can be instances where the customer may only be entitled to one of the payments.

To be eligible to receive either payment, customers must be able to prove that they have lawfully occupied the home.

5.10 Home Loss Payments

Where customers are required to move permanently as a result of demolition or major planned redevelopment works and they cannot return to their former home they are entitled to a statutory home loss payment.

Plus Dane will determine whether the customer may return to their former home or whether a permanent move is required. The decision will be based on criteria such as:

- Whether the home has been altered to the point that it is no longer the same footprint as the former home
- Changes to the type and amenities of the home.

Home Loss payment will be made on the occasions where a return to the original home is not deemed possible by Plus Dane as long as the customer meets the statutory criteria under s.29 (2) Land Compensation Act 1973.

To ensure best use of our financial resources, any monies owed to us will be deducted and offset from the home loss payment, such as rent arrears or a sundry debt. If a customer is evicted for breach of tenancy prior to being relocated, they will not receive a home loss payment.

Plus Dane can, at its discretion, offer an incentive payment if someone moves permanently when they do not need to. This is to allow us to make best use of our homes under Article 37(6) of the 1973 Order. However, the payment would not be a statutory Home Loss payment. The amount offered and the circumstances of the offer would not be linked to the statutory scheme and the customer would receive notification of the offer in writing to make it clear that the payment is discretionary and does not represent a Home Loss payment.

Where a leaseholder or shared owner is required to move permanently because of demolition or major planned redevelopment works, and they cannot return to their former home, Plus Dane will obtain a RICS valuation for the property and negotiate a payment for their home which is in line with this valuation.

5.11 Disturbance Payments

Disturbance payment is compensation for losses or expenditure to the customer as a consequence of being 'disturbed' or having to move from their home. This will apply to shared owners and leaseholders if they are required to move from their home to allow Plus Dane to carry out major works or improvements.

Statutory disturbance payments are payable under section 38 of the Land Compensation Act 1991 and are paid to customers who are required to move on a permanent basis through no fault of their own. There is no fixed amount for a Disturbance Payment as the payment relates to 'the reasonable costs' of out-of-pocket expenses that occur as a direct consequence of having to move.

Under Section 37 of the Land Compensation Act 1973 we have discretion to make disturbance payments to tenants who do not meet the statutory disturbance criteria and who we need to move out on a temporary basis for major repairs or improvement works to be completed. We may agree, at our discretion to meet the reasonable costs of the following:

- Disconnection and reconnection of appliances and utilities.
- Removal costs, including return removal costs
- Removal and transfer of disability adaptations, where previously provided for use by the existing tenant.
- Fitting and adapting carpets and curtains

Where ad-hoc situations occur, such as a customer being required to leave their home for a day, whilst essential repair works take place, a reasonable allowance will be made to the tenant where they have been inconvenienced. Payments will cover travel, if having to stay at a relative for the day and any meal provisions. Each case will be assessed on its own merit.

6 Grounds for possession

Where it is necessary to move a customer and they fail to co-operate with efforts to find them reasonable accommodation, we will take legal action to gain possession of the home. Legal action will only be taken once all reasonable attempts to achieve a relocation have failed.

We will make an offer of suitable alternative accommodation available as part of the legal process, where we are required to do so.

Where necessary and appropriate, we will commence legal action early in the consultation process in order to ensure that there is suitable alternative accommodation available in order to expedite the relocation programme.

If a customer refuses to return to their original home when work is completed, we will take legal action to gain possession of the temporary home.

We shall work in partnership with a Local Authority if it is necessary to pursue Compulsory Purchase Orders (CPO) against premises occupied by an owner occupier or a private landlord who is not willing to be displaced. However, we will exhaust other avenues of negotiation first to reach a mutually acceptable solution.

7 Assurance

The Communities team will manage this policy and will provide guidance and support for all colleagues on the use and application of the Policy and procedure.

Performance and compliance with the policy will be monitored and managed by the Director of Communities, supported by the Housing Manager and Homeshub officers for their relevant customer base.

The Empty Homes Group regularly reviews homes that are empty due to major works and will address any unnecessary delays and emerging issues to ensure customers can return to their homes in a timely manner. Performance is reported by this group through to the Directors forum, with escalations to the Executive Management Team where required.

8 Equality Impact Assessment

An Equality Impact Assessment undertaken on this Policy has indicated that potential negative impacts arising from this Policy based on a customer's race, religion, disability, gender or gender identity, sexual orientation, marital or civil partnership status, pregnancy, or age have been appropriately considered and mitigated. Examples of this are:

- Our approach is to prioritise completing repairs in a manner that allows customers to stay in their home. If a relocation is required, or requested by a customer under this policy, their household circumstances and requirements will be discussed to ensure that potential negative impacts are mitigated appropriately.

- If a customer has aids and adaptations in their substantive home, these will form part of the requirements for finding a suitable alternative home for temporary or permanent relocation.
- If a customer is pregnant, a temporary relocation will consider the customer's ability to access their relevant healthcare providers.

9 Modern Slavery & Human Trafficking

Plus Dane has a zero-tolerance approach to human trafficking and modern slavery. As part of our commitment to the Modern Slavery Act, when we visit and interact our customers, during these visits we will consider signs of modern slavery and human trafficking, as well as any other welfare concerns which tenants or members of their household may have. Where we have concerns, we will raise these concerns through our wider safeguarding approach.