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Date: 18th April, 2024

**INDIVIDUAL CABINET
MEMBER DECISION**

Dear Sir/Madam,

The Cabinet Member for Housing and Communities (Councillor C. Golby) is to consider the following reports and make a decision on **Monday 29th April 2024** at **1.00pm** in Council Chamber, Town Hall, Nuneaton.

Yours faithfully,

BRENT DAVIS
Chief Executive

A G E N D A

PART 1

PUBLIC BUSINESS

1. EVACUATION PROCEDURE

A fire drill is not expected, so if the alarm sounds, please evacuate the building quickly and calmly. Please use the stairs and do not use the lifts. Once out of the building, please gather outside Lloyds Bank on the opposite side of the road.

Exit by the door by which you entered the room or by the fire exits which are clearly indicated by the standard green fire exit signs.

If you need any assistance in evacuating the building, please make yourself known to a member of staff.

Please also make sure all your mobile phones are turned off or set to silent.

2. PUBLIC CONSULTATION - Members of the public will be given the opportunity to speak on specific agenda items if notice has been received.

Members of the public will be given three minutes to speak on a particular item and this is strictly timed. The chair will inform all public speakers that: their comments must be limited to addressing issues raised in the agenda item under consideration: and that any departure from the item will not be tolerated.

The chair may interrupt the speaker if they start discussing other matters which are not related to the item, or the speaker uses threatening or inappropriate language towards Councillors or officers and if after a warning issued by the chair, the speaker persists, they will be asked to stop speaking by the chair. The chair will advise the speaker that, having ignored the warning, the speaker's opportunity to speak to the current or other items on the agenda may not be allowed. In this eventuality, the chair has discretion to exclude the speaker from speaking further on the item under consideration or other items of the agenda.

3. DECLARATIONS OF INTEREST - To receive declarations of Disclosable Pecuniary and Other Interests, in accordance with the Members' Code of Conduct.

Declaring interests at meetings

If there is any item of business to be discussed at the meeting in which you have a disclosable pecuniary interest or non-pecuniary interest (Other Interests), you must declare the interest appropriately at the start of the meeting or as soon as you become aware that you have an interest.

Arrangements have been made for interests that are declared regularly by members to be appended to the agenda (**Page 4**). Any interest noted in the Schedule at the back of the agenda papers will be deemed to have been declared and will be minuted as such by the Committee Services Officer. As a general rule, there will, therefore, be no need for those Members to declare those interests as set out in the schedule.

There are, however, TWO EXCEPTIONS to the general rule:

1. When the interest amounts to a Disclosable Pecuniary Interest that is

engaged in connection with any item on the agenda and the member feels that the interest is such that they must leave the room. Prior to leaving the room, the member must inform the meeting that they are doing so, to ensure that it is recorded in the minutes.

2. Where a dispensation has been granted to vote and/or speak on an item where there is a Disclosable Pecuniary Interest, but it is not referred to in the Schedule (where for example, the dispensation was granted by the Monitoring Officer immediately prior to the meeting). The existence and nature of the dispensation needs to be recorded in the minutes and will, therefore, have to be disclosed at an appropriate time to the meeting.

Note: Following the adoption of the new Code of Conduct, Members are reminded that they should declare the existence and nature of their personal interests at the commencement of the relevant item (or as soon as the interest becomes apparent). If that interest is a Disclosable Pecuniary or a Deemed Disclosable Pecuniary Interest, the Member must withdraw from the room.

Where a Member has a Disclosable Pecuniary Interest but has received a dispensation from Audit & Standards Committee, that Member may vote and/or speak on the matter (as the case may be) and must disclose the existence of the dispensation and any restrictions placed on it at the time the interest is declared.

Where a Member has a Deemed Disclosable Interest as defined in the Code of Conduct, the Member may address the meeting as a member of the public as set out in the Code.

Note: Council Procedure Rules require Members with Disclosable Pecuniary Interests to withdraw from the meeting unless a dispensation allows them to remain to vote and/or speak on the business giving rise to the interest.

Where a Member has a Deemed Disclosable Interest, the Council's Code of Conduct permits public speaking on the item, after which the Member is required by Council Procedure Rules to withdraw from the meeting.

4. VULNERABLE PERSON POLICY a report of the Landlord Services Manager attached **(Page 5)**
5. DECANT POLICY a report of the Landlord Services Manager attached **(Page 18)**

Councillor Golby - Schedule of Declarations of Interests – 2023/2024

	Name of Councillor	Disclosable Pecuniary Interest	Other Personal Interest	Dispensation
	General dispensations granted to all members under s.33 of the Localism Act 2011			Granted to all members of the Council in the areas of: <ul style="list-style-type: none"> - Housing matters - Statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992 - An allowance, payment given to members - An indemnity given to members - Any ceremonial honour given to members - Setting council tax or a precept under the Local Government Finance Act 1992 - Planning and Licensing matters - Allotments - Local Enterprise Partnership
	C. Golby		Member of Warwickshire County Council Membership of Other Bodies: <ul style="list-style-type: none"> • Nuneaton and Bedworth Safer and Stronger Communities Partnership • Nuneaton and Bedworth Community Enterprises Ltd. • Nuneaton and Bedworth Home Improvement Agency • Safer Warwickshire Partnership Board • Warwickshire Housing and Support Partnership • Warwickshire Police and Crime Panel • George Eliot Hospital NHS Trust – Public/User Board • George Eliot Hospital NHS Foundation Trust Governors • District Leaders (substitute) • Local Enterprise Partnership (substitute) • Coventry, Warwickshire and Hinckley and Bosworth Joint Committee (substitute) 	

Individual Cabinet Member Decision

Report Summary Sheet

Date: 17 April 2024

Subject: Vulnerable Person Policy

Portfolio: Councillor C. Golby – Portfolio Holder for Housing & Communities

From: Sarah Edwards, Landlord Services Manager

Summary:

The cost-of-living crisis, increase in mental health difficulties and housing shortages have changed the landscape for landlords to an increasingly challenging and complex environment to navigate. There is a pressing need for landlords to create human-centric policies, adapt to meet the needs of all their tenants and ensure the most vulnerable tenants are not left behind. For many landlords, the current approach is potentially inadequate for responding effectively to the needs of the population it serves.

The Housing Ombudsman Service recent Spotlight Report, ***Attitudes, Respect & Rights, Relationship of Equals***, states that Landlords must transform a vulnerable persons policy from a passive document to an embedded practice. This means continuously stress testing it against the 3Rs – recognise, respond and record vulnerabilities.

Therefore, it is imperative that Nuneaton and Bedworth Borough Council adopts a new Vulnerable Persons Policy so that the Housing & Community Safety Directorate can provide services which take into account our tenants needs and so that we can offer them all of the support they require to sustain their tenancy.

Recommendations:

That the Council's Vulnerable Persons Policy, attached at Appendix A to the report, be approved and implemented forthwith.

Options:

- To approve the Policy.
- To not approve the Policy.

Reasons:

- The overall aim of the Policy (attached at Appendix A) outlines the Council's approach to identifying, assessing, and recording information regarding tenants with vulnerabilities, in order to provide services which take into account their needs.
- That we will comply with the Equality Act 2010 whilst assisting vulnerable tenants to sustain their tenancies and access our services.
- For staff to be able to recognise potential signs of vulnerability
- That we recognise that the circumstances, preferences and needs of each person are different. Where it is possible, adjustments to our service should be person-centred, focussing on the needs of each individual, and agreed in collaboration with them.
- That we comply with the Mental Capacity Act 2005, that we will liaise with those who have legal authority to act on behalf of our tenants who lack capacity.

Consultation undertaken with Members/Officers –

Consultation has been undertaken with:

- Equality and Safeguarding Officer.
- Housing Solutions Manager.
- Responsive Repairs Manager.
- Landlord Services Manager
- Capital Investment Service Manager

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth.

Forward plan: No

Corporate Priorities:

Aim 1

Priority 1

Relevant statutes or policy:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Equalities Implications:

The document can be made available in other languages, large print and braille, if required.

Human resources implications:

None

Financial implications:

None

Health Inequalities Implications:

None

Section 17 Crime & Disorder Implications:

None

Risk management implications:

None

Environmental implications:

None

Legal implications:

None

Contact details:

Sarah Edwards, Landlord Services Manager

Sarah.Edwards@nuneatonandbedworth.gov.uk

AGENDA ITEM NO.4

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision (Councillor C Golby)

From: Sarah Edwards – Landlord Services Manager

Date: 17th April 2024

Subject: Vulnerable Persons Policy

Portfolio: Housing & Communities (Councillor C. Golby)

Building a Better Borough Aim: 1

Building a Better Borough Priority: 1

1. Purpose of Report

1.1 The purpose of this report is to seek approval to adopt a new Vulnerable Persons Policy.

2. Recommendation

2.1 It is recommended that the new Vulnerable Person's Policy attached at Appendix A to the report, be approved and implemented with effect forthwith.

3. Background

3.1 The cost-of-living crisis, increase in mental health difficulties and housing shortages have changed the landscape for landlords to an increasingly challenging and complex environment to navigate. There is a pressing need for landlords to create human-centric policies, adapt to meet the needs of all their tenants and ensure the most vulnerable tenants are not left behind. For many landlords, the current approach is potentially inadequate for responding effectively to the needs of the population it serves.

3.2 The Housing Ombudsman Service recent Spotlight Report, ***Attitudes, Respect & Rights, Relationship of Equals***, states that Landlords must transform a vulnerable persons policy from a passive document to an embedded practice. This means continuously stress testing it against the 3Rs – recognise, respond and record vulnerabilities.

Therefore, it is imperative that Nuneaton and Bedworth Borough Council adopts a new Vulnerable Persons Policy so that the Housing & Community Safety Directorate can provide services which take into account our tenants needs and so that we can offer all of the support they require to sustain their tenancy.

3.3 The policy sets out Nuneaton and Bedworth Borough Council's approach to identifying, assessing, and recording information regarding tenants with vulnerabilities, in order to provide services which take into account their needs.

3.4 For the purposes of the policy, the Council will define a vulnerable person as one who has a condition, disability, or a personal circumstance, which means that without support or intervention, any of the following may be true:

- They are at higher risk of abuse or neglect
- There is detriment to their overall wellbeing
- Their tenancy is put at risk

Included in this definition are people who receive or need additional care and support services. We recognise that not everyone who has a disability is vulnerable under the definition of this policy. We also recognise that vulnerability is not always permanent, and that a person's needs may change over time.

4. Consultation

4.1 Lead Officers have been consulted on the new policy and their comments have been fully considered.

Sarah Edwards
Landlord Services Manager



Vulnerable Persons Policy

2024 - 2027

Issued by Housing & Community Safety

March 2024

Vulnerable Persons Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	20.02.24	1 st revision	Draft	
Draft		Single Member Decision		
Draft	20.2.24	EqlA	Draft	Approved

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1. Scope of the policy

- 1.1 This policy sets out Nuneaton and Bedworth's approach to identifying, assessing, and recording information regarding tenants with vulnerabilities, in order to provide services which take into account their needs.
- 1.2 For the purposes of this policy, Nuneaton and Bedworth will define a vulnerable person as one who has a condition, disability, or a personal circumstance, which means that without support or intervention, any of the following may be true:
 - They are at higher risk of abuse or neglect
 - There is detriment to their overall wellbeing
 - Their tenancy is put at risk
- 1.3 Included in this definition are people who receive or need additional care and support services. We recognise that not everyone who has a disability is vulnerable under the definition of this policy. We also recognise that vulnerability is not always permanent, and that a person's needs may change over time.
- 1.4 For the purposes of this policy, Nuneaton and Bedworth will define an accessible service as one that someone with a disability, communication, or access need, can use, receive, benefit from, and engage with, in a similar amount of time and effort as someone who does not have such a need.
- 1.5 While this policy applies in principle to all Nuneaton and Bedworth tenants, some services and support may be specific to different types of tenure, or different situations. For example, some types of assistance may be exclusive to tenants rather than leaseholders.
- 1.6 This policy is applicable to all Nuneaton and Bedworth tenants and household members.

2. Policy statement

- 2.1 We will record known vulnerabilities, disabilities, circumstances, communication or access needs that we are made aware of. This will enable our staff to make appropriate adjustments when delivering services. For example, whether we should provide information in a specific format (such as Braille or large print).
- 2.2 We can become aware of a tenants vulnerability where:
 - They tell us (self-identify)
 - Information is provided by an external organisation, e.g. social care or a support service.
 - Information/concerns are fed back to us by a member of staff or one of our contractors

- Concerns are raised by family or neighbours
- 2.2 We will handle and process personal data about vulnerability in accordance with the current Data Protection Act and General Data Protection Regulations.
- 2.3 We will ensure that vulnerable tenants receive the services and support they need to sustain their tenancy.
- 2.4 We will comply with the Equality Act 2010 whilst assisting vulnerable tenants to sustain their tenancies and access our services, and in doing so, we also aim to:
- Increase tenant satisfaction levels and confidence in our services
 - Make good use of partnerships to meet tenant needs, building and maintaining a good reputation with our partners
 - Reduce the need for enforcement action
 - Become better at recognising and responding to potentially 'hidden needs'
 - Provide high quality services that are accessible
- 2.5 We will provide training to our staff to recognise potential signs of vulnerability, including (but not limited to):
- Antisocial behaviour linked to mental illness
 - Someone being a victim of antisocial behaviour, or domestic abuse
 - A resident having a large debt or credit on their rent account
 - Self-neglect, Hoarding, or poor property condition
 - Not reporting repairs, granting access requests, responding to correspondence, or otherwise making contact with Nuneaton and Bedworth Borough Council.
 - Limited or no understanding of the English language preventing them from communicating effectively with our staff or other agencies
- 2.6 We will promptly report any safeguarding concerns in line with our Safeguarding Policies and Procedures.
- 2.7 We will consider what additional support, consideration or adjustment in service might be appropriate for vulnerable tenants. This will include (but is not limited to):
- Making sure that correspondence is provided in an appropriate language/ format.
 - Making personal contact with vulnerable tenants where appropriate rather than relying on written communication.
 - Working collaboratively with known support services.
 - Referring or signposting tenants for appropriate advice and/or support and following up on referrals.
 - Checking the tenant's understanding of their situation, rights and responsibilities, and the consequences of action or inaction on their part.

- 2.8 We recognise that the circumstances, preferences and needs of each person are different. Where it is possible, adjustments to our service should be person-centred, focussing on the needs of each individual, and agreed in collaboration with them.
- 2.9 We will proactively work to improve services by:
- Developing good practice case studies and lessons learnt from cases to train/inform staff.
 - Using information about the needs of vulnerable tenants to plan and provide future services and support.
 - Using the data that we hold to identify other tenants who may be vulnerable.
- 2.10 We will take a multi-agency approach and work with partner organisations to provide a co-ordinated approach. This will be enabled through the use of:
- Service level agreements and information sharing protocols
 - Referrals to support providers and/or statutory services, ensuring that we follow up on the outcomes of these referrals
 - Signposting to support services, advocacy and advice agencies
- 2.11 We will use proportionality and encourage assistance and support in the event that we need to take legal action against a tenant who is vulnerable.
- 2.12 In line with the Mental Capacity Act 2005, we will liaise with those who have legal authority to act on behalf of our tenants who lack capacity. That may be a representative who has or is, a/an
- Lasting Power of Attorney (LPA)
 - Deputyship Order from the Court of Protection
 - Litigation friend appointed in Court proceedings if the resident lacks capacity to litigate
 - Appointee appointed by the DWP to manage a person's benefits if they lack capacity
 - Independent Mental Capacity Advocate (IMCA) commissioned by the local authority who are appointed where a person aged 16 or over lacks ability to act to decide for themselves where to live and has no-one, such as a friend, relative, attorney or deputy to advise or support them.

3. Monitoring and review

- 3.1 We will monitor cases and performance on an ongoing basis, including where we have made reasonable adjustments, and also reviewing the information that we hold on our systems relating to vulnerability which will help us to proactively offer inclusive and people-centred services.
- 3.2 We will ensure effective implementation of this policy by publishing on our website and on our intranet. We will ensure overview sessions are held for teams that will be responsible for implementing the policy and make these sessions available for any new colleagues or refreshers.

- 3.3 We will monitor attendance of these sessions, and colleagues who have confirmed having read the document.
- 3.4 The effectiveness of this policy will be continuously monitored, and the embedding of the policy scrutinised after 12 months.
- 3.5 This policy will be reviewed every 3 years unless business need, regulation or legislation prompts an early review.

4. Related Policies and Procedures

- 4.1 Care Act 2014
- 4.2 ASB Procedure
- 4.3 Safeguarding Policy and Procedure
- 4.4 Allocations Policy
- 4.5 Management Move Procedure
- 4.6 Equality Policy

5. Equality

- 5.1 This policy and associated procedures will apply to all. Nuneaton and Bedworth Borough Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the protected characteristics under the Equality Act 2010.



Individual Cabinet Member Decision

Report Summary Sheet

Date: 17 April 2024

Subject: Decant Policy

Portfolio: Councillor C. Golby – Portfolio Holder for Housing & Communities

From: Sarah Edwards Landlord Services Manager – Social Housing & Community Safety

Summary:

The Council, as a landlord, is required under the terms of its tenancy agreements to keep the structure and exterior of its tenanted properties, including communal areas, in good repair.

Improvement works and major repairs will normally be carried out whilst the tenant remains in their home. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk or the works are extensive, when works cannot be carried out with the tenant in the property.

Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works required.

The Council's current decant policy is out of date and requires revision.

Recommendations:

That the Council's revised Decant Policy, attached at Appendix A to the report, be approved and implemented with immediate effect.

Options:

- To approve the Policy.

- To not approve the Policy.

Reasons:

- The overall aim of the revised Policy (attached at Appendix A) is to ensure that Nuneaton and Bedworth Borough Council work to a framework to ensure that decants are handled consistently, fairly, effectively and in a timely manner.
- Make best use of limited housing stock.
- Cause the least possible inconvenience to tenants who are required to decant.
- To put the tenant at the centre of the decision-making process.
- Support enhanced teamwork across departments.

Consultation undertaken with Members/Officers –

Consultation has been undertaken with:

- Equality and Safeguarding Officer.
- Housing Solutions Manager.
- Housing Solicitor.
- Responsive Repairs Manager.
- Senior Assets and Contract Management Officer.
- Tenancy Management and Engagement Team Leader.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth.

Forward plan:

No

Corporate Priorities:

Aim 1

Priority 1

Relevant statutes or policy:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Equalities Implications: The document can be made available in other languages, large print and braille, if required.

Human resources implications: Staff training will be required.

Financial implications:
None

Health Inequalities Implications:
None

Section 17 Crime & Disorder Implications:
None

Risk management implications:
Failure to implement this policy could demonstrate poor governance to the Housing Ombudsman should complaints arise from the Council's handling of decant cases. The Housing Ombudsman has recently ordered Yorkshire Housing to pay £3,780 after it found three findings of severe maladministration for how it handled reports of a leak, damp, mould, compliant handling and the tenants welfare.

Environmental implications:
None

Legal implications:
None

Contact details:

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AGENDA ITEM NO.5

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision (Councillor C Golby)

From: Sarah Edwards – Landlord Services Manager

Date: 17th April 2024

Subject: Decant Policy

Portfolio: Housing & Communities (Councillor C. Golby)

Building a Better Borough Aim: 1

Building a Better Borough Priority: 1

1. Purpose of Report

- 1.1 The Council's current decant policy is out of date and requires revision.
- 1.2 The purpose of this report is to seek approval of the revised document to ensure that the Council has a robust framework in place to support consistency and transparency when considering decant referrals.

2. Recommendation

- 2.1 It is recommended that the new Decant Policy, attached at Appendix A to the report, be approved and implemented with effect with immediate effect.

3. Background

- 3.1 The Council, as a landlord, is required under the terms of its tenancy agreements to keep the structure and exterior of its tenanted properties, including communal areas, in good repair.
- 3.2 Given the age of the Council's housing stock, requirement for Capital investment and increased demand for adaptations, there has been an influx in demand for decants.
- 3.3 The revised document (attached at Appendix A) provides the framework for ensuring that decants are handled consistently, fairly, effectively, confidentially, in a timely manner whilst placing the tenant and their household at the centre of this process.

4. Consultation

- 4.1 Lead Officers have been consulted on the new policy and their comments have been fully considered.

Sarah Edwards
Landlord Services Manager – Housing & Community Safety



Decant Policy

Issued by Social Housing & Community Safety

March 2024

Decant Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	27/11/2023	1 st revision	Draft	
Draft		Single Member Decision		
Draft	19/03/2024	EqIA	Draft	Approved

**This Policy is available in larger print.
Please contact Human Resource if you require
assistance.**

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1. Policy statement

- 1.1 Nuneaton and Bedworth Borough Council, as a landlord, is required under the terms of its tenancy agreements to keep the structure and exterior of its tenanted properties, including communal areas, in good repair.

Improvement works and major repairs will normally be carried out whilst the tenant remains in their home. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk or the works are extensive, when works cannot be carried out with the tenant in the property.

Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works required.

2. Responsibilities

- 2.1 The Assistant Director for Social Housing and Community Safety retains the overall responsibility for the implementation of this policy.
- 2.2 The Tenancy Services Manager, Tenancy Services Team Leader are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.
- 2.3 All housing teams across the Council will be made aware of this policy.

3. Aims of Policy

- 3.1 The aims of this policy are:
- To ensure decants operate in a fair, equitable and reasonable manner and in accordance with the Councils allocations policy.
 - To deliver simple but effective consultation and feedback with tenants that need to be decanted at the earliest opportunity and throughout the process.
 - To enable decants to be carried out with minimal disturbance to tenants.
 - To outline the support both financial and practical, provided to tenants who are required to decant.
 - To minimise rent loss to the Council by having a joint approach to decants in line with current allocations policy and the development and refurbishment process.

4. Scope of policy

- 4.1 This policy applies to a range of circumstances where the tenant must move out of their property on a temporary or permanent basis. This includes:
- Extensive and intrusive works which cannot be carried out with the tenant in situ.

- Loss of services/ amenities.
- The property is structurally unsound.
- Extensive damage due to fire or flooding making the property uninhabitable.
- Where it is not safe for the tenant to remain due to anti-social behaviour, domestic abuse, harassment, or criminal activity.
- The property is scheduled for demotion or sale.
- Where disability or other medical needs would have a detrimental impact upon the tenant and/or their household whilst remedial works are taking place.
- Where the property is no longer suitable for the tenant and is unsafe for them to remain without extensive adaptations.

5. Eligibility

- 5.1 Inline with legislation and existing best practice, assistance, and rehousing, where appropriate, will be offered to tenants, their household family members who have been living with the tenant for over 12 months.
- 5.2 The Council will not rehouse unauthorised occupants, sub-tenants, lodgers and other non-secure occupants.

6. Legal context

- 6.1 The key legislation that relates to decants is:

- Housing Act 1985

If a decant is necessary, the council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants when they are substantially affected. Consultation must be at a time when proposals are still at an early stage and the council will consult with all affected persons.

The Council retains the legal right under Ground 10 or 10A of schedule 2 of the Housing Act 1985 to commence legal proceedings as a last resort to obtain possession of a property to carry out major works or refurbishments. This action will only be considered once all other alternative routes have been explored and reasonable offers of rehousing rejected.

- Housing Act 1988

Schedule 2, Part III of the Housing Act 1988 provides a definition of suitable alternative accommodation. The Council should provide the tenant with equivalent security of tenure and where practical the accommodation should be similar in size, situation and cost.

- Land Compensation Act 1973

Section 30 of the Land Compensation Act 1973 sets out provisions for statutory home loss payments to be made to compensate tenant who have to permanently move out of their home (subject to certain eligibility criteria). The mandatory lump sum payment is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts) England Regulations 2020.

➤ Town and Country Planning Act 1990

If the Council decides to pursue compulsory purchase owner occupied property, then it will comply with current legislation covering the use of Compulsory Purchase Orders under the Town and Country Planning Act 1990 or the Housing Act 1985 (as amended by the Planning and Compulsory Purchase Act 2004).

7. Types of decants

7.1 Unplanned Temporary – emergency

Where an unplanned event occurs that results in a tenant having to be moved out of the property immediately, for example a fire, flood, storm damage, damp and mould, or major leak, temporary accommodation will be arranged until the situation can be fully assessed and/ or fully resolved.

7.2 Unplanned Temporary - non emergency

Where an unplanned repair work is required that cannot be carried out with the tenant in situ, but does not require the tenant to leave immediately, temporary alternative accommodation will be provided.

7.3 Unplanned Permanent

A permanent decant maybe required where the damage is so extensive that permanent rehousing is necessary, for example a major fire or there is serious risk of anti-social behaviour that it is not safe for the tenant to remain or return. This option will be considered where the work is expected to take more than 6 months to complete and the tenant consents to move indefinitely.

7.4 Planned Temporary

A planned temporary decant maybe required where works such as damp proofing, structural works or asbestos removal are required and would leave the tenant without basic facilities for a period of time but the tenant can return on completion of the works.

7.5 Planned Permanent

A permanent decant may be necessary where it is planned to dispose of, demolish and/ or develop the property; or to remodel a whole block or estate resulting in a different number of properties and/ or property sizes; or to alter the property to the extent that it no longer suitable for the existing tenants needs. In these circumstances the Council will work closely with affected tenants at all stages to support them through the process and help find suitable alternative accommodation.

- 7.6 For Unplanned Permanent or Planned Permanent decants, the following principles will apply:

Tenants will be given Band 1+ in order to facilitate a move as soon as possible.

Where the Council has already started possession proceedings against a tenant, prior to the decant, legal action to end the tenancy will be considered. Where an outright possession order has been obtained but not enforced, the tenant will not be eligible for assistance unless there are exceptional circumstances.

Existing tenants will, as far as possible, be offered a new tenancy on a like for like basis and the Council will match tenants to void properties that become available and will make three offers of suitable alternative accommodation.

The Council will provide a package of support tailored to meet each household's needs.

Tenants who move to a property on a permanent basis will be required to pay the rent of the new property (not their original rent) and will be required to adhere to the tenancy conditions of the new property.

- 7.7 For Unplanned Temporary (emergency and non-emergency) and Planned Temporary decants, the following principles will apply:

Tenants will be moved to alternative accommodation within the Council's housing stock and will be granted a temporary licence agreement. They will be expected to return to their original accommodation once works have been completed. Appendix 1.

If the tenant requests to remain permanently in the temporary decant accommodation the Council may, at its discretion approve such a request, where for example the permanent move would address the housing need and there are no outstanding rent arrears or other breaches of tenancy. In this situation, any offer of alternative accommodation would be in line with the Council's Allocations policy.

8. Establishing that a decant is necessary

- 8.1 For all planned decants, the Council's Building Surveyor will complete a Decant Assessment Form giving details of works that are required, the reason why a decant is considered necessary, together with the anticipated timescale for completing the works. Appendix 2.

- 8.2 When considering if a decant is necessary for major planned works, at least one of the following must be applicable:

- One or more of the following cannot be restored at the end of a normal working day – water supply, toilet facilities, electricity.
- Works involve the use of hazardous substances.
- Works will involve tenants losing a significant portion of habitable living space and works cannot be sequenced to avoid it.
- Work needed is likely to pose a health and safety risk to the tenants or household members.

- Tenants or their household members have medical/ health needs which suggest that works could have a detrimental impact on their wellbeing. This should be supported by medical evidence.
- Any request for a decant will be authorised by a Manager before the request is passed to the Tenancy Services Team.

9.0 The Councils Responsibilities

- 9.1 If a decant is necessary, the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants. For planned decants, consultation must be at a time when proposals are still at an early stage and the Council will consult with the affected persons.
- 9.2 The Council acknowledges that moving home is stressful, especially where the resident may feel that their options are limited. This Decant Policy ensures that decants are carried out appropriately and efficiently.
- 9.3 Residents will be supported through this process by their Tenancy Management or Tenancy Support Officer. This includes engaging with other linked services such as Housing Solutions, Income Recovery, Revenues and Benefits, Capital Projects, and Repairs etc.
- 9.4 Every tenant identified as requiring a decant will be visited at the start of the process to discuss:
- What the proposed project is and why it is being undertaken.
 - When the work will be done.
 - The decant policy and process.
 - Completion of management move paperwork for cases of anti-social behaviour.
 - Proposed timeframes.
 - What we will do to support tenants and their families.
 - Whether there are any requirements for aids and adaptations to support the move.
 - Assessment of any support needs.
 - Be provided with the name and contact details of a dedicated officer for the duration of their move.
 - Receive confirmation in writing of the discussions had during their home visit.
- 9.5 Rehoming for pets: In the event of a tenant being unable to take a pet to their accommodation due to restrictions placed on the property, the Council will explore all available options and take this into consideration before making an offer of accommodation. Only households that have requested permission to keep a pet as per the Council's tenancy agreement and are keeping the pet in line with the tenant obligations will be eligible.

10.0 Tenants Responsibilities

- 10.1 Where a tenant is being decanted, they will be expected to pack up their own belongings unless they are vulnerable or have special needs, in which case a packing service will be considered. Tenants must ensure that they have taken steps to ensure that their fridges and freezers are cleaned, having been emptied and defrosted, if necessary before the removal company arrives.

- 10.2 The tenant is required to provide access to contractors, as necessary, before the move takes place.
- 10.3 Tenants must take responsibility for their own fixtures and fittings and an inspection will take place with the Surveyor to outline what works will be done the property.
- 10.4 For temporary decants, leave their permanent home in a state as agreed by the Surveyor, for example if they are asked to clear specific rooms ahead of works commencing.
- 10.5 Pay the rent for the property they are occupying during the period of a temporary decant.
- 10.6 If the tenant is being transferred to alternative accommodation, they will be responsible for clearing their belongings from the alternative accommodation and for giving vacant possession of that alternative accommodation once works have been completed.
- 10.7 If the household has contents or other insurance, the tenant is advised to notify their insurance company/ies about the change of address whether it be a temporary or permanent decant.

11. Suitable Alternative Accommodation

- 11.1 Suitable alternative accommodation refers to accommodation which provides the tenant with the equivalent security of tenure and is similar in regard to rent, size, location etc. as required under Schedule 2. Part III of the Housing Act 1988 and meets the tenants needs.
- 11.2 Where the tenant is currently under-occupying, they will normally be offered a smaller property to meet their current needs. However, cases may be considered where there are exceptional circumstances which may warrant the offer of a larger property. Similarly, where a tenant is overcrowded in their current property and has an assessed need on NBBC Homes, a larger property than they currently occupy may be offered.
- 11.3 When possible, the Council will offer like for like, but this depends on availability of properties in the local area and whether it would unreasonably delay the planned works.
- 11.4 The Council will take into consideration the tenants stated preferences in terms of location and proximity to family and schools, but alternative accommodation will be deemed to be suitable if it is of appropriate size and the Council considers it to be a reasonable travel distance to the tenant's place of work.

12. Refusal

- 12.1 Tenants have the right to refuse offers of accommodation. However, after a reasonable offer of accommodation have been made, the Council will make a final offer and this will be the first available property that meets the households bedroom needs and is close to their areas of preference as possible.
- 12.2 Where a tenant refuses to move or has refused other offers of suitable alternative accommodation and other options are not feasible, the Council has the right to apply for an injunction or to apply for possession of the property for decanting purposes.

Secure Tenancies:
Ground 10 Schedule 2 Housing Act 1985
Ground 10A Schedule 2 Housing Act 1985

Introductory Tenancies:
S127 Housing Act 1996

Flexible Tenancies – I need to look into this, I believe it would be section 107 Housing Act.

13. Financial Support

- 13.1 Tenants who are required to move permanently due to demolition, redevelopment or improvement rights have a statutory entitlement to a disturbance payment. The purpose of the payment is to reimburse tenants for all reasonable costs that they have incurred as a result of having to move.
- 13.2 The Council will normally meet all reasonable costs that are incurred as a direct consequence of a decant. Examples of costs include:
- Removal and storage costs.
 - Carpet and floor coverings.
 - Curtains and window coverings.
 - Light fittings: existing light fittings will be transferred and refitted.
 - Adaptations within the home.
 - Disconnection and reconnection of appliances.

The above list is not exhaustive and other items will be considered on their individual merits.

14 Home Loss Payments

- 14.1 Where the Council requires a tenant to move permanently due to demolition, improvement (which includes alteration or enlargement) or redevelopment (which includes change of use), they may be entitled to claim a statutory home loss payment, to compensate them for the upset and distress of losing their home. Home loss payments are not available for temporary decants.
- 14.2 Section 30 of the Land Compensation Act 1973 sets out the provisions for the statutory home loss payments. The mandatory lumpsum is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts) England Regulations.

15. Rent and Rent Arrears

- 15.1 While the tenant is decanted on a temporary basis, they will pay the rent due for their principal home and the Council will cover the cost for the temporary accommodation charges.

16. Monitoring

- 16.1 This policy will be reviewed every three years, unless there are any reasons, such as legislative changes, requiring that it be review earlier.

17. Related Documents

Tenancy Agreement
Allocation Policy
Tenancy Policy
Decant Referral form
Complaints Procedure

18. Review Date

- 18.1 This Policy will next be reviewed in March 2026, unless there has been a change in Legislation in the meantime.

Appendix 1 Decant Licence agreement

Important: this LICENCE is a binding document. Before signing it you should read it carefully. If you do not understand this LICENCE or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

THIS AGREEMENT is made on **INSERT DATE**
BETWEEN

(1) **Nuneaton and Bedworth Council (“NBBC”) of Town Hall, Coton Road, Nuneaton, CV11 5AA.**

and

(2) ('the Licensee')

1. NATURE OF THE AGREEMENT

This licence agreement is intended to facilitate the temporary decant of the Licensee from premises known as **XX (“the Premises”)** in order that **NBBC may undertake necessary works to the Premises. It has been agreed between NBBC and the Licensee that the Licensee will vacate the Property and move back to the Premises upon receipt of written confirmation from NBBC that the necessary work to the Premises has been completed.**

This agreement is not intended to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

2. LICENCE TO OCCUPY

NBBC permits the Licensee to occupy the **(FLAT)** known as **(XX) (“the Property”)**, such occupation being by the Licensee only until this agreement is terminated.

3. PAYMENT

The Licensee shall continue to pay NBBC rent for the Premises during their occupation of the Property. No licence fee is payable by the Licensee for their occupation of the Property.

4. OUTGOINGS

4.1. The Licensee must be responsible for paying council tax, water and sewerage charges and for all gas and electricity consumed on or supplied to the Property during his/her occupation.

4.2. Payment must be made direct to the local authority or suppliers on receipt of accounts from them.

4.3. The Licensee must, if requested to do so supply evidence to NBBC of payment direct to the local authority or suppliers.

5. STATE AND CONDITION

The Licensee must keep the interior of the Property in good and clean condition and must not cause a fire or safety hazard by keeping or storing an excessive quantity of goods and/or possessions at the Property.

6. LICENSEE'S OBLIGATIONS

The Licensee:

6.1. Must not keep any dogs, cats or other pets in the Property;

6.2. Must not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium;

6.3. Is responsible for insuring their own possessions whilst living at the Property;

6.4. Must not cause or allow invited visitors to cause a nuisance to neighbours, staff or other tenants or licensees of NBBC;

6.5. Must not to commit or allow invited visitors to commit any form of harassment on the grounds of race, colour, religion sex, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to, any other Licensee, member of his/her household, NBBC staff, visitors or neighbours.

6.6. Must not to play or allow to be played any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or other tenants or licensees.

6.7. Must use the Property for residential purposes and not operate a business at the Property, or use the Property for any illegal purposes, or transfer this Licence (which is personal) to any other person.

6.8. Must ensure that at the end of this Licence the Property is cleared of the Licensee's effects and possessions and left in the state and condition required by the provisions of this agreement;

6.9. Must allow NBBC to have access to the Property in order to inspect it and to carry out repairs to the structure, roof, exterior and services (including the undertaking of the annual gas safety inspection) at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Licensee as reasonably practicable and making good any damage caused to the Property and the Licensee's property.

6.10. Must not to remove or make any alterations or additions to the Property or any fixtures, fittings or furniture provided by NBBC.

6.11. Must report to NBBC promptly any disrepair or defect in the Property or in any installation therein or in the fixtures, fittings or furniture.

6.12. Must not take in any lodger or allow anyone else to live in the Property.

6.13. Make good any damage to the Property or NBBC fixtures, fittings and furniture or to the common parts of the building caused by the Licensee or any invited visitor to the Property, fair wear and tear excepted, and to pay any costs incurred by NBBC in carrying out such works in default.

7. TERMINATION

This Licence may be ended:

7.1 By NBBC giving to the Licensee in writing not less than 7 calendar day's notice in advance of the date on which the occupation of the Property shall end ("End Date").

7.2 By the Licensee giving to NBBC in writing not less than 7 calendar day's notice that their occupation of the Property shall end ("End Date").

7.3 The Notice in Clause 7.1 shall be deemed served on the Licensee if marked for their attention and left at the Property.

7.4 The Notice in Clause 7.2 shall be deemed served on NBBC if marked for their attention and left at their authorised address or sent by email.

7.5 The Licensee agrees to vacate and remove themselves and all occupiers from the Property on the End Date and return to the Premises.

7.6 The Licensee agrees to return all keys and to leave the Property clean and completely cleared of their furniture and any other household or personal belongings on the End Date.

NBBC has a procedure for dealing with complaints raised by the Licensee on any matter arising from this Agreement. The procedure shall operate in accordance with the requirements of the HCA as laid down from time to time.

If still dissatisfied after the complaints procedure has been exhausted, the Licensee has the right to refer the matter to the Independent Housing Ombudsman.

NBBC is subject to any guidance on housing management practice issued by the HCA provided that no tenancy shall be created.

Signed by Licensee(s).....

Date.....

Signed on behalf of Nuneaton and Bedworth
Council.....

Name.....

Date.....

Decant Request Referral Form



The following is to be completed by the Capital Projects Team

<p>Referrals must be sent to tenancy.officers@nuneatonandbedworth.gov.uk as soon as a decant is identified so suitable accommodation can be sourced as promptly as possible.</p> <p style="text-align: center;">If a decant is urgent and required immediately, please call the Tenancy Services Manager/Team Leader for assistance.</p>	
Date of Request	
Officer Name	
Job Title	
Team	
ASSET DETAILS	
Property Address	
Asset Details	<p>No. Bedroom(s):</p> <p>Bathing Facilities:</p> <p>Property Features:</p>
REASONS FOR DECANT	
Please refer to the Decant Policy	
Is a decant required as a matter of urgency?	

<i>e.g., unplanned emergency</i>	
<p>Are there any immediate health and safety risk(s) that need addressing?</p> <p><i>If yes, please describe the risks and the impact to the tenant(s) and their household and the property.</i></p>	
<p>Are the works required planned or unplanned?</p> <p><i>Please give details</i></p>	<p>Unplanned</p> <p>Planned</p>
<p>Permanent or Temporary Decant?</p> <p><i>Please give details</i></p>	<p>Permanent</p> <p>Temporary</p>
<p>If temporary, how long is a decant required for?</p>	
<p>Date of Commencement of Works</p>	
<p>Date works are due to completed by</p>	
<p>Allocated Contractor(s)</p>	
<p>Lead Officer (NBBC)</p>	

<p>Description of Works Required</p> <p><i>Please provide a detailed overview of the works requested and the reason for the works. You should also include any deadlines for the works.</i></p>	
<p>Supporting Evidence</p> <p><i>e.g., Surveys, reports, photographs</i></p>	
<p>HOUSEHOLD INFORMATION</p>	
<p>Tenant(s) Name(s)</p>	
<p>Household Member(s)</p> <p><i>Please include names, DOB and relationship to the tenant(s)</i></p>	
<p>Preferred Method of Contact and Details</p>	
<p>Medical Information or Support Needs</p>	
<p>Pets?</p> <p><i>If yes, please include details of what animals and how many</i></p>	
<p>Any potential risks?</p> <p><i>If yes, please specify</i></p>	

TMO/TSO SUPPORT REQUIRED?	Yes No
BUDGET INFORMATION	
Budget Code	
Budget Holder	
Approved Spend (£)	
Date Approved by Budget Holder	
Any Other information	

The following is to be completed by the Tenancy Services/Housing Solutions Teams

DECANT DECISION – DECANT PANEL	
Approved?	Yes No
Permanent or Temporary?	Permanent Temporary
Disturbance Payment Required? <i>Please give details</i>	Yes No
Reasons for Decision	

Date Response Issued to Lead Officer	
Deciding Panel Officers	
ACCOMMODATION DETAILS	
Property Address(es)	
Cost per night (£)	
Duration of Decant	
Date Decant Commenced	
Anticipated Date of Decant Termination	
Decant Licence Completed?	
Lead Officer (NBBC)	

ADDITIONAL INFORMATION
<p>The Team requesting the decant are responsible for covering the cost of this accommodation and any transport arranged by the Housing Solutions/Tenancy Services Team.</p> <p>The Housing Solutions/Tenancy Services Teams require as much information as possible on this form to ensure that suitable accommodation is secured accordingly for the tenant(s), their household and/or pets.</p> <p>The Lead Officer for Capital Projects may be required to attend the panel hearing to answer any questions about why the decant is required, what the works entail and how long the decant is required for.</p>