

*Creating affordable
homes and empowering
communities*



Home Loss & Disturbance Policy

CONTROLLING AUTHORITY: Head of Customer Services		
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making a splash
in the areas we serve

INDEX

- 1. Introduction**
- 2. Policy Objectives**
- 3. Eligibility and Legal Framework**
- 4. Decant Options**
- 5. Payments**
- 6. Compensation Appeals**
- 7. Damage to / loss of Tenants property**
- 8. Monitoring**
- 9. Policy Links**

TYPE OF CLAIM	CAUSE OF CLAIM	POLICY TO REFER TO FOR COMPENSATION
Permanent Moves	Re development Re improvement Possession Order Housing Act 1985 Insurance Claim	Home Loss & Disturbance Policy Home Loss & Disturbance Policy Home Loss & Disturbance Policy Service failure Policy
Temporary Moves	Structural Improvements Major Structural Repairs Insurance Claims	Home Loss & Disturbance Policy Home Loss & Disturbance Policy Service failure Policy
Work in Occupation	Major structural works Stock improvement Repairs Insurance claim	Home Loss & Disturbance Policy Home Loss & Disturbance and Service Failure Policy Service Failure Policy Service failure Policy
Loss of Service or Facilities	Loss of facilities Loss of use of part of home Failure to keep appointments Damage to personal property Failure to repair Loss of services in sheltered homes	Service Failure Policy Service Failure Policy Service Failure by- a) BM staff b) Contractor Service Failure Policy Service Failure Policy Service Failure Policy
Tenants improvements	Tenants moving Tenancy ending	Service Failure Policy Service Failure Policy

1.0 INTRODUCTION

- 1.1 At times it is necessary for Boston Mayflower to carry out improvements / major repair works, or demolitions that will require tenants to vacate their property, this is called decanting.
- 1.2 The type of improvement and or potential hazard that may arise from this work will dictate the length of time the tenant will need to be accommodated elsewhere. In some instances, this move could be permanent, i.e. As a result of a demolition order.
- 1.3 The Land Compensation Act 1973, varied by subsequent legislation, sets out the procedures required for making Home Loss and Disturbance Payments to tenants and owners
- 1.4 This policy sets out Boston Mayflowers intention to compensate any tenants who have to move permanently through no fault of their own and states the compensation payable to tenants who have to move (decant) temporarily.
- 1.5 To receive a Disturbance Payment and / or a Home Loss Payment the move must have been as a direct consequence of one of the actions below (except a move caused by an eviction order):
 - Compulsory Purchase
 - A demolition, Improvement or Closing Order made by the Local Authority
 - Improvement or redevelopment by Boston Mayflower (this is classified as major structural works, not repairs)
 - Demolition under any other compulsory power
- 1.6 To receive compensation for a temporary decant, the move must have been for one of the following reasons:
 - Emergency situation e.g. serious flood or fire (caused by Boston Mayflower and not just through the tenants negligence)
 - Major structural repairs and / or improvements
 - Re- development of a scheme or an Estate

2.0 POLICY OBJECTIVES

- 2.1 The objective of this policy is to ensure that:-
 - Tenants receive effective compensation, for Home Loss and / or Disturbance when carrying out major improvements, re development and demolition.
 - Standards of performance and compensation, when dealing with tenants that are asked to move from their home so that improvement or demolition can take place, are equal and fair.

- Boston Mayflower fulfils its statutory obligations in respect of home loss payments and disturbance payments
- Tenants are kept informed at every stage of the process
- Claiming for a Home loss or Disturbance Payment is clear and accessible for all of our tenants.
- Claiming for compensation for temporary moves are clear and accessible to all of our tenants
- The options available to tenants when a decant is necessary are fair and transparent and easily understood.

2.2 Where Boston Mayflower has failed to provide services it has contracted to provide, tenants will be compensated accordingly (Please see the Service Failure Policy).

3.0 ELIGIBILITY AND LEGAL FRAMEWORK

3.1 To be eligible for a Home Loss and / or Disturbance Payment tenants must have lived in the house for more than one year at the date of moving unless the tenant was forced to move (because of one of the actions at 1.5) from their previous home, without getting a home loss payment, and their total combined residence in the two homes is more than one year. In addition the move must be permanent.

3.2 Payment for Disturbance Allowance is governed by the Land Compensation Act 1973; however there is discretion to assist with removals under section 26 of the 1985 Housing Act and are to cover the 'reasonable expenses of moving'

3.3 Home Loss payments are statutory payments which are governed by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2015 which replaced the Home Loss Payments Prescribed Amounts (England) Regulations 2014 and came into force on 1st October 2015. Following a review of the prescribed amount, as part of the new regulations, the minimum amount payable for home loss has been increased to £5,300 from £4,900.

3.4 Eligibility for Home loss payments are governed by sections 29 and 30 and section 32 of the Land Compensation Act 1973, in addition to being resident at the home for more than one year, and the permanent move being due to one of the reasons stated at 1.6, the tenant must be in lawful possession of their home at the relevant date i.e. no unauthorised occupants, lodgers or licensees.

3.5 Tenants with less than 12 months occupation of their home may receive Home Loss Payments on a pro-rata basis; this will be at the discretion of the Head of Customer Services.

3.6 Sub-tenants do qualify for a home loss payment but if they share any accommodation with the tenant e.g. kitchen or bathroom or living room, then they are only entitled to a share of the payment. If the sub-tenant occupies self-contained accommodation within the tenant's house then two lots of home loss payments must be paid. If the tenant does not live in the property and the sub-tenant occupies the whole of the accommodation, then the sub-tenant

is entitled to the full home loss payment. Tenants are reminded that landlord's permission must be given prior to any sub-letting arrangements being entered into.

3.7 Joint tenants are only entitled to one home loss payment.

3.8 Successors are allowed to add the length of residence of the deceased tenants to their own period of tenancy to make up the qualifying period.

4.0 DECANT OPTIONS

4.1 **Moving to Temporary Accommodation** – It may be necessary to move a tenant to temporary housing whilst the Improvement works are being carried out, due to health and safety and / or convenience reasons. Temporary housing will normally be in one of Boston Mayflowers properties and will be in line with the current Lettings Policy. The Housing Options Manager will endeavour to decant tenants within the Estate or Area they wish to move to. All temporary housing will meet the essential needs of the household in terms of size and level of accommodation.

4.2 If it is deemed necessary, to decant a tenant temporarily, then Boston Mayflower will arrange and pay for where necessary: -

- Temporary accommodation – this includes adapting property for disabled persons, and cleaning, carpeting and decorating properties where required.
- Removal costs (by Boston Mayflower appointed contractor) If a tenant wishes to arrange their own removal then two estimates need to be provided by tenants for approval by Boston Mayflower prior to removal being undertaken.
- Any storage costs.
- Mail redirection for a period of up to and between 6 to 12 months (so that mail is redirected back to the former home).
- Connection and re-connection charges i.e. phone, washer, cooker, satellite aerials.
- Dust sheets will be provided by the contractor.
- If the major works or improvements mean that tenants decoration will be damaged and not reinstated a decoration allowance in the form of a Decorating Pack will be given as follows:
 - * 4 bed decorating pack for 4 or more bedrooms
 - * 3 bed decorating pack for 3 bedrooms
 - * 2 bed decorating pack for 2 bedrooms
 - * 1 bed decorating pack for 1 bedroom
 - * Refresh decorating pack for studio apartments

- If the major works or improvements mean that tenants carpets will be damaged compensation will be paid up to the value of:
 - * £650.00 for units with 4 or more bedrooms
 - * £550.00 for units with 3 bedrooms
 - * £450.00 for units with 2 bedrooms
 - * £350.00 for units with 1 bedroom
 - * £250.00 for bedsit units

4.3 **Moving to stay with relatives or friends** – If the tenant is required to be decanted and is able / willing to stay with family or friends, Boston Mayflower will arrange and pay for where necessary:

- Any storage costs
- Mail redirection for a period of up to between 6 and 12 months (so that mail is redirected back to the former home).
- Dust sheets will be provided by the contractor where necessary.
- If the major works or improvements mean that tenants decoration will be damaged and not reinstated a decoration allowance in the form of a Decorating Pack will be given as follows:
 - * 4 bed decorating pack for 4 or more bedrooms
 - * 3 bed decorating pack for 3 bedrooms
 - * 2 bed decorating pack for 2 bedrooms
 - * 1 bed decorating pack for 1 bedroom
 - * Refresh decorating pack for studio apartments
- If the major works or improvements mean that tenants carpets will be damaged compensation will be paid up to the value of:
 - * £650.00 for units with 4 or more bedrooms
 - * £550.00 for units with 3 bedrooms
 - * £450.00 for units with 2 bedrooms
 - * £350.00 for units with 1 bedroom
 - * £250.00 for bedsit units
- Any expenses incurred whilst living with the family or friends, e.g. rent, heating and lighting. This payment will be at the discretion of the Head of Housing & Community Services.

4.4 **Staying in occupation whilst major repair work takes place** – In some instances it may be possible for tenants to remain in their own homes whilst the major repairs / improvements takes place. This will only occur where there are no issues or risks for health and safety, and where it is agreed by the Head of Customer Services, and contractors involved. This will be discussed at the decant interview. If a tenant is allowed to remain in their home, Boston Mayflower will ensure that:

- Has the use of basic amenities each evening.
- Will have their property protected, where necessary, by dustsheets etc.
- Will be kept informed about the progress of the works.
- If the major works or improvements mean that tenants decoration will be damaged and not reinstated a decoration allowance in the form of a Decorating Pack will be given as follows:
 - * 4 bed decorating pack for 4 or more bedrooms
 - * 3 bed decorating pack for 3 bedrooms
 - * 2 bed decorating pack for 2 bedrooms
 - * 1 bed decorating pack for 1 bedroom
 - * Refresh decorating pack for studio apartments
- If the major works or improvements mean that tenants carpets will be damaged compensation will be paid up to the value of:
 - * £650.00 for units with 4 or more bedrooms
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 - * £450.00 for units with 2 bedrooms
 - * £350.00 for units with 1 bedroom
 - * £250.00 for bedsit units
- An allowance paid at £20 per week for every full week the inconvenience is suffered.
 - This payment will include a heating allowance of £10.00 for every full week that the major works affects the heating costs of the home. This allowance will be seasonally adjusted according to the format in the tenants Handbook, i.e. Winter is defined as November to April, Summer is defined as May to October, and the allowance will only be paid in the winter months.
 - A full week will be determined from the day the structural work commences and will include the 6 complete days after this day i.e. if the work begins on a Wednesday then the full week would be described as Wednesday am to Tuesday p.m.

4.5 Permanent Moves - If the decant programme involves the tenant moving away from their home on a permanent basis, due to demolition, or at our request, then Boston mayflower will arrange and pay for the following compensation:

- A Home Loss Payment of £5,300 (see section 2)
- Disturbance Payments – This will consist of the following:

- Removal Expenses – Two estimates need to be provided by tenants for approval by Boston Mayflower prior to removal being undertaken
- Relocation Allowance – Boston Mayflower will meet the reasonable cost of refitting existing carpets where the tenant wishes to do so and the costs do not exceed the levels below. In other circumstances the relocation allowance will be:
 - * £1100.00 for units with 4 or more bedrooms
 - * £950.00 for units with 3 bedrooms
 - * £800.00 for units with 2 bedrooms
 - * £650.00 for units with 1 bedroom
 - * £500.00 for bedsit units
- Redirection of mail for six months
- The disconnecting and reconnection of (by qualified tradesman):
 - Telephone
 - Cooker
 - Washing Machine
 - Other plumbing
 - Refitting of alarms / security
- The cost of moving and re-erecting aerials and satellite dishes where the Head of Customer Services agrees to this at the new address.
- Home improvements that have been notified and approved by Boston Mayflower less the cost of depreciation
- Any extra costs of new school uniform if moved to a different area, which necessitates a change of school (supported by letters from the respective schools)
- Reimbursements for loss of a day's wage / salary on the day of removal if loss of earnings is certified by the employer, for up to 2 members of the household
- Other reasonable costs incurred by the tenant if approved in writing by Boston Mayflower prior to the cost being incurred.

5.0 PAYMENTS

5.1 Home Loss payments should be made within 10 days of moving.

5.2 Disturbance payments should be made within 10 days of the tenant supplying invoices for any expenses agreed and occurring.

- 5.3 Compensation for temporary moves should be made within 10 days of the tenant supplying invoices for any expenses agreed.
- 5.4 If a tenant requires an advance payment for any reason, this should be discussed with the Head of Customer Services who will if necessary authorise this.
- 5.5 Compensation for inconvenience, where tenants remain in their homes whilst major works takes place will be made in two stages, with 75% being paid in advance as the work begins, the remainder paid when the work is completed
- 5.6 Outstanding rent arrears will be offset against the Home Loss payment only, since the disturbance payment covers the tenants moving costs, whilst Home Loss is compensation for having to move. Boston Mayflower has a responsibility to recover arrears wherever it reasonably can and one way it can do so is by offsetting the Home Loss payment against rent arrears. This approach will be fair and potentially incur the tenant less costs.

6.0 COMPENSATION APPEALS

- 6.1 Any tenant refused a home loss payment should appeal firstly to the Head of Customer Services. If still dissatisfied, tenants should follow the Company's published complaints procedure.
- 6.2 Tenants have the right to sue in the County Court for statutory debt if they feel they have been wrongly denied payment.
- 6.3. Disputes about *entitlement* to disturbance payments must be determined in the County courts.
- 6.4 Disputes about the *amounts* should be taken before the Lands Tribunal.

7.0 DAMAGE TO/LOSS OF TENANT'S PROPERTY

- 7.1 Before commencement of any major structural works, at the Decant Interview tenants will be advised to notify their own insurance company of the proposed works, or be recommended to join the National Housing Federation Insurance scheme.
- 7.2 Where a contractor causes damage to a resident's property, Boston Mayflower will report the case to the contractor on the tenant's behalf with a view to compensation. The tenant should be advised that insurance claims would be between themselves and the contractor.

8.0 MONITORING

- 8.1 The Head of Customer Services / Customer Service Engagement Manager will be responsible for monitoring the following:
- The number of permanent planned decants taken place within the year

- The number of temporary planned decants taken place within the year
- The number of tenants who remained in occupation during planned structural works
- The number and amount of Home Loss payments made
- The number and amount of Disturbance payments made and amount
- The number and amount of compensation payments made for temporary decants
- The number of complaints

8.2 The Business Intelligence Team will monitor the satisfaction with the decant process.

9.0 **POLICY LINKS**

9.1 The following Boston Mayflower policies are also relevant to dealing with Decants:

- Compensation for Service Failure
- Complaints Policy
- Equal Opportunities
- Health and Safety Policy
- Choice Based Lettings Policy
- Adult Safeguarding Policy
- Income Management
- Repairs and Maintenance
- Code of Conduct for Contractors
- Void Management



Equality Impact Assessment Initial Screening

Name of policy / strategy / project (the" initiative"):

Home Loss & Disturbance Policy

Provide a brief summary of the aims and main activities of the initiative: (bullet points)

To ensure that tenants receive effective compensation for Home Loss and/or Disturbance when carrying out major improvements, re-development and demolition and that we fulfil our statutory obligations.

Completed by: Deborah Tempest

Date: 9th August 2016

STAGE 1: SCREENING

This stage establishes whether a proposed initiative will have an impact from an equality perspective on any particular group of people or community – i.e. on the grounds of race, religion/faith/belief, gender (including transgender), sexual orientation, age, disability, or whether it is “equality neutral” (i.e. have no effect either positive or negative).

Q 1. Who will benefit from this initiative? Is there likely to be a positive impact on specific groups/communities (whether or not they are the intended beneficiaries), and if so, how? Or is it clear at this stage that it will be equality ‘neutral’ i.e. will have no particular effect on any group? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

The Policy is equality ‘neutral’ as the criteria for home loss and disturbance compensation has no effect on a particular group.

Q 2. Is there likely to be an adverse impact on one or more minority/under-represented or community group as a result of this initiative? If so, who may be affected and why: Or is it clear at this stage that it will be equality 'neutral'? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

There would be no adverse effect on minority groups as the Policy is equality 'neutral'.

Q 3. Is there sufficient data on the target beneficiary groups/communities? Are any of these groups under or over represented? Do they have access to the same resources? What are your sources of data and are there any gaps? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

All groups have access to the same resources – the policy's criterion is not affected by diversity groupings.

Q 4. Outsourced services – if the initiative is partly or wholly provided by external organisations / agencies, please list any arrangements you plan to ensure that they promote equality and diversity. *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

The policy is monitored and implemented internally.

Q 5. Is the impact of the initiative (whether positive or negative) significant enough to warrant a full impact assessment – see guidance? If not, will there be monitoring and review to assess the level of impact over a period of time? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

We don't perceive any negative impacts that would warrant a full Equality Impact Assessment.

Should any negative impacts be highlighted through implementation the policy and EIA will be reviewed.

Q 6. To be completed at six monthly review Detail actions taken to assess the level of impact over a period of time, or to address any gaps in data.

Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality
One year from date of implementation.