Temporary Move Policy

Policy Author: [REDACTED]	Policy Valid From: 25/08/2023
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Policy/Strategy Control Statement

1	Document Title	Temporary Move Policy
2	Date of Document (Created Date)	August 2023
3	Service Lead	[REDACTED]
4	Author	[REDACTED]
5	Date Approved and approved by: MD of communities	25/08/2023
6	Date last reviewed	24/08/2023
7	Amendment record	
8	Next review date (Planned review Date)	07/10/2027
9	Staff Consultation	Developed with colleagues & Training Delivered
10	Other Services Consultation	Key Senior Business Leads & Awaab's Law Leads
11	Customer Consultation	TBC
12	Equality Impact Assessment: insert priority as agreed with E/D team, Insert date copy of EIA sent to E/D team.	Approved
13	Confirm that document meets current legislative requirements	Confirmed
14	Further Information/Comments	N/A

15	Sign off of statement by Author and Service Lead (name and date):	[REDACTED] Reviewed August 2023

Policy Applicable To

Business Area: Affordable Housing
Applicable to: Cotman; Homes

Amendment Sheet Record

Revision Date	Description of Changes	Approved By	Date Approved
21.3.2024	Preferred type of hotel accommodation	Steering Group	21.3.2024
16.08.2024	Interim lock change process added	Steering Group& Change Forum	15.08.2024
20.08.2024	Change all references to the word 'decant' to temporary move or move	Exec	19.08.2024

Please summarise the current policy requirements and how this is changed in the new policy.

New central policy created to consolidate and replace other policies in the business

Please explain the reason for changes/improvements/new policy.

New central policy created to consolidate and replace other policies in the business
16.8.2024 interim lock change process implemented to protect customers. 20.8.2024 any references to the word decant removed

Please explain any new actions required to put the policy changes into practice.

A Group wide roll out will be required.

Table of Contents

1.0 Introduction

1.1 This policy sets out the approach Places for People, RMG and Touchstone will take when Customers need to be moved temporarily from their home owing to a variety of circumstances which deem the home currently uninhabitable. This may also apply to homeowners if communal work affects the property they live in.

1.2 The aim of this policy is to:

i) establish a basis of financial and practical support for Customers affected by temporary loss of their home.

ii) allow us to deliver our strategic asset plans.

iii) ensure temporary moves are managed in a competent, fair and reasonable manner.

iv) provide Customers with a clear process for a temporary move and rehousing, to ensure their options are clearly explained and they are aware of their rights and responsibilities and those of the business.

v) enable temporary moves to be conducted with the minimal disturbance to Customers.

vi) minimise rent loss to the group and to ensure the best use is made of our resources.

vii) ensure statutory compliance with relevant legislation, including Awaab's Law and the requirement for Customers to be compensated when home loss applies.

1.3 It also sets out our commitment to provide excellent quality services in housing management, ensuring both the legal documentation and relevant legislation are applied in the management of tenancies. In the management of temporary moves, we will consider the individual needs, experiences and circumstances of Customers who will be affected by this policy and make reasonable adjustments where deemed appropriate. When considering alternative accommodation, it is important that consideration is given to providing alternative accommodation within reasonable distance (circa. 5 miles) to workplaces, schools, and family wherever possible. If a Customer has a vulnerability, we will consider and record decision making in line with our Group Vulnerable Customer Policy.

1.4 This policy should be read in conjunction with the Temporary Moves Process.

2.0 Legal and Regulatory Framework

2.1 The legislation governing the management of temporary moves is in:

- The Landlord & Customers Act 1985 & 1988
- The Housing Act 1996
- The Home Loss Payment (England) Regulations 2014
- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Land & Compensation (Scotland) Act 1973
- The Equalities Act 2010
- The Housing (Scotland) Act 2014
- Awaab's Law 2025

3.0 Definitions

Reference	Definition
Temporary Move	Where a household moves from their current home to alternative accommodation on a temporary basis because works or repairs cannot be completed with them in occupation, or there is another reason the home has become uninhabitable for the Customer. *OR* Where a household moves to temporary accommodation to allow for demolition and regeneration of their home; with the intention of returning to a new home on the same site on a permanent basis.
Permanent Move	Where a household moves from their permanent home to another home on a permanent basis, to allow for demolition and regeneration, or disposal of the property.
Disposal	In relation to this policy, disposal means the property will be advertised for sale on the open market.
Home Loss payment	A statutory payment made to a Customer whose circumstances meet criteria in force at the time (including having lived in the property as their only or principal home for a minimum of 12 months) and who are required by a landlord to move out of their home to enable demolition or redevelopment of the property.

	For current legislation and process please refer to the - Home Loss Policy & Process.docx
Management Transfer	A definition used to explain situations where a Customer who is or will be temporarily moved from their home makes a request for a permanent move instead. This will be treated as a management transfer request, and this will be assessed through the management transfer policy. If a management transfer request is approved, the Temporary Move Policy and Home Loss Policy no longer applies.
Principal Home	A home where a person lives most of the time as their main residence.
Additional expenses	This is reimbursement of reasonable and applicable expenses incurred by the Customer during the duration of the move. This is separate from the Home Loss entitlement and/or disturbance payment. This could be: • A payment made to a Customer or leaseholder who must move to another property temporarily. • A payment made to a Customer who has lived in a property for less than 12 months and/or who doesn't qualify for statutory Home Loss and must move home permanently. • A payment made to a leaseholder, owner or shared owner from whom land, and/or property has been acquired, either voluntarily or following a compulsory purchase or other court order.

	The payment is intended to cover reasonable costs related to the move. We will also consider reimbursement of reasonable and relevant costs which can be evidenced that a Customer does not normally have to pay in their day-to-day life at their permanent home – please see the Temporary Move Process for a list of examples.
Compensation	A discretionary payment made to a Customer as compensation for a service failure or other loss.
Licence	A temporary accommodation agreement for which no rent is due; the original tenancy and rent liability continues.

4.0 Scope of policy

4.1 The aim of this policy, when read in conjunction with the Temporary Moves process, is to give Colleagues managing tenancies clear guidance on how to manage both emergency and planned temporary moves.

4.2 In the event of either a temporary or permanent move, we will only re-house those who are permanent members of the household. We will not re-house unauthorised occupants, sub-Customers, lodgers, licensees, and other non-secure occupants.

4.3 It is always our intention to enable Customers to remain in their homes wherever possible. However, when a hazard makes a home unsafe or uninhabitable, we will act swiftly and in line with Awaab's Law to protect the health and wellbeing of our Customers.

When an **emergency** hazard is identified (i.e. one that poses an immediate risk to health or safety), we will begin safety work within 24 hours. If the hazard cannot be remedied immediately, we will arrange a temporary move within 24 hours to suitable alternative accommodation.

When we carry out an investigation and find that a home is affected by a **significant** hazard, and relevant safety work is identified, we must complete that work within five working days of the investigation concluding. If necessary, we will use temporary measures to ensure safety. If we are unable to complete the safety work within this initial five-day period, we will provide suitable alternative accommodation until the work is fully completed.

When a Customer's home becomes uninhabitable for any reason, we will support them by:

1. Familiarising ourselves with the temporary moves risk assessment.
2. Completing an assessment of the Customer's needs, vulnerabilities, and preferences.
3. Encouraging Customers to stay with friends or family, if this is a safe and viable option.
4. Sourcing alternative accommodation from within our housing stock.
5. If there is no suitable available property within our housing stock we will arrange accommodation via our contracted partner, ICAB.
6. Issuing the Customer with an Action Plan, outlining the temporary move arrangements, responsibilities, and anticipated timelines.

We will ensure that the period the Customer is out of their home is kept as short as possible, and that all temporary accommodation provided is safe, suitable, and free from hazards. Temporary accommodation options are subject to availability at the time; as such we cannot guarantee a particular type of accommodation or to meet all Customer needs or preferences.

4.4 In any emergency the priority will be to secure alternative accommodation for the Customer affected. Once this has been resolved, a full assessment of the work needed at the property will be conducted and the future housing requirements of the Customer will be explored.

4.5 Where planned repair work is needed which cannot be conducted with the Customer living at home, but does not require them to leave at once, temporary alternative accommodation will be arranged before the work is started. The contractor will send a request to the CHM or equivalent to request this using this form https://forms.office.com/pages/responsepage.aspx?id=_JDvmUVupEeuKDkWSD3J8pUvPQPqb2ZNpKVrxNeh9klURUQ2UVdNRVRRRUlHVlZKTkVGSUJDSlIwSyQlQCN0PWcu&route=shorturl

4.6 In determining the type of temporary accommodation to be provided, consideration will be given to the expected duration of the temporary move, the availability of suitable accommodation and the relative cost of each option. Each case will also be reviewed on an individual basis, to ensure proper steps have been taken to address the Customer's needs and that suitable alternative accommodation has been found. Whilst we will consider factors such as schools and place of employment for example, there cannot be a guarantee the emergency accommodation provided will meet all requirements. Similarly, we will do as much as possible to meet the needs of Customers with vulnerabilities and those in need of an adapted home. In cases where we cannot find suitable accommodation to meet the Customer's needs, we may contact the Local Authority for support under their statutory duty.

4.7 In exceptional circumstances, such as when repairs are likely to take a longer time to complete than predicted and the temporary accommodation from our stock is a suitable accommodation match, consideration may be given to allow the Customer to remain in the temporary move property on a permanent basis. This would be a voluntary arrangement, at the request of the Customer and with the approval of the right internal management team. This would usually be where the temporary arrange is likely to last 6 months or more.

5.0 Refusing offers of accommodation

5.1 We understand the need to move can cause disruption and anxiety, however, we are committed to ensuring that this process runs smoothly and with empathy. The Customer will need to be prepared by the Community Housing Manager (or equivalent) to help ease any concerns. Practical help will be offered, and we will tailor our support to the Customer's needs.

5.2 We will work with ICAB to endeavour to find alternative accommodation which is suitable for the Customer and meets their needs. Customers have the right to refuse offers of accommodation. However, we will make an offer of an available property, that accommodates the household and meets any vulnerability requirements and is as close to their areas of preference as possible. We must keep a record of all offers of accommodation made and the Customers response. All refusals need to be made in writing by the Customer and must be clearly documented on the Salesforce Case and tracker.

5.3 Where the Customer refuses our offer on 3 occasions, they will be expected to find alternative accommodation within the same budget as proposed by our third-party provider.

5.4 Where a Customer refuses to move or has refused the offers of other suitable alternative accommodation and other options are not possible, we do have legal action that is available to us should this be needed to safeguard both the Customer and the property.

6.0 Our Approach

6.1 If a property is designated as uninhabitable for the Customer, this must be reported to the Community Housing Manager or the Area Manager. All temporary moves must be approved by the Area Manager (Out of Hours, the Customer Service Centre Managers are the approvers).

6.2 The relevant repair operations Colleague will carry out an assessment of the repairs needed and provide a schedule of works and proposed start date within five working days.

6.3 We will encourage Customers requiring a move to stay with family and friends where possible. The standard meal allowance will not apply where a Customer is able to stay with family and friends, but we will reimburse them for any reasonable additional costs they incur.

6.4 An assessment of housing and support needs will be undertaken by the Community Housing Manager to capture Customer and household needs and any vulnerabilities to enable a suitable property to be identified. This information is captured on the Temporary Move Request Form. This will auto-populate the Temporary Moves Tracker and enable us to monitor the case. A salesforce case will also be raised to record any details of the Temporary Move.

6.5 When asking Customers to move from their home we will always aim to provide alternative accommodation from within our own stock first. The Central lettings Team needs to be contacted as soon as possible when a potential property is identified. This will be a property which is at least to our void relet standard. Any adaptations required will be considered and put in place where possible. Should stock not be available we will secure temporary accommodation through ICAB. In circumstance such as fire or flood a referral to the Local Authority Homelessness Team should also be considered to determine any housing options.

6.6 In making an offer of accommodation, this will be in an area as close as possible to that of the current home and in all cases, we will aim to provide accommodation within a five-mile radius of the Customer's home.

6.7 We will support Customers in the run up to and during their temporary move. The Customers' Community Housing Manager (or equivalent) will be the dedicated point of contact throughout the temporary move process. It is expected this person will know the current status of the move at all times and that they will speak to the Customer every week to check on their well-being, advise of any updates and to answer any questions they may have.

6.8 When a move requires all a Customer's possessions to be moved with them, we will arrange this with a removal company. Where contents insurance is in place, the Customer will be expected to arrange their own removals through their insurance company.

6.9 Where we are able to house a Customer temporarily into a home from our own stock, we will arrange viewings prior to the licence agreement being signed.

6.10 We will help and assist with disconnections and reconnections of services and fittings where needed.

6.11 We will issue a licence agreement to the affected Customer/s who will continue to pay the rent, service charges and council tax for their permanent home and will not be required to pay rent or service charges on the temporary home. We will pay the council tax at the temporary home.

6.12 All other utility costs related to the temporary home will be the responsibility of the occupants. We will cover the cost of our use of these at the permanent home.

6.13 Whilst in hotel accommodation only, Customers will have a meal allowance of **£25.00** (13 years and over), **£15.00** (7 years to 12 years) and **£10.00** (0 – 6 years) per 24 hours. ICAB provide these vouchers to Customers or arrange with the hotel.

6.14 Where the household is too large for one hotel room and there are not enough adults to supervise children across two rooms, we will accommodate an additional adult. For example a single dad with 4 children would need to bring a friend or family member along to supervise 1 or 2 of the children in a separate room. This additional person would be entitled to the meal allowance.

6.15 As the overall owner of the process, the Community Housing Manager (or equivalent) should ensure they are always fully up to date with the progress of the temporary move and be driving the progress forward. If there is no progress update from the relevant repair operations colleague, the CHM will need to escalate this as soon as possible via their Area Manager.

6.16 Before the Customer returns to their home, a thorough inspection and health and safety check must be completed to ensure the property is fit for habitation. This will be done by the department completing the works, a Communities Colleague and the Customer. Any snagging issues that can be completed after the Customer returns to the property must be communicated to the Customer, along with a clear plan of action and timelines for the resolution. The case should only be closed on the tracker once it is confirmed that the Customer has returned home and the temporary accommodation has been terminated.

7.0 Insurance Cases

7.1 We can claim loss of rent or costs of alternative accommodation for insurance works, for example where there has been a fire or flood, if the total cost of works and associated costs exceeds our insurance excess cover (currently £25,000), whichever is higher. Insurance should be kept informed of these costs. In all cases, the costs need to be reasonable, and we need to show that the repairs have been expedited quickly, otherwise insurers may not allow for all costs to be claimed.

8.0 Request to make the move permanent

8.1 Where a request is made by a Customer who has moved on a temporary basis to be considered for a permanent move, this will be treated as a management transfer request in line with our Management Transfer Policy.

8.2 A management transfer will not be offered if the cause of the property condition is because of Customer’s act or omission.

8.3 Head of Communities and Head of Lettings and Marketing must approve all management transfers.

9.0 Home Loss Payments

9.1 There will be times where we need to move Customers to another home on a permanent basis. Customers who must move permanently may have a right to compensation for the loss of their home under the Land Compensation Act 1961 & Land Compensation (Scotland) Act 1973.

9.2 This situation is covered in the Home Loss Payment Policy (England or Scotland).

10.0 Disturbance Allowance

10.1 A disturbance allowance is for reasonable additional costs a Customer has incurred by relocating temporarily.

10.2 A disturbance allowance does not cover the inconvenience or disruption caused by the temporary move which may be paid as compensation through our complaints process if it is deemed there has been a service failure.

10.3 A disturbance allowance may be payable to a Customer who has lived at a property less than twelve months and is required to move home permanently. Disturbance allowance payments will not exceed the amount of Home Loss the Customer/s would have received had they been entitled to this.

11.0 Additional Expenses

11.1 Where Customers need reimbursing on a weekly basis for any additional expenses they have incurred during the temporary relocation, we will refer to these as out of pocket expenses.

11.2 A Customer may claim for the following reasonable expenses through the Community Housing Manager (this list is not exhaustive) who will reimburse any reasonable costs through a one-off payment request:

- disconnection and reconnection costs for existing fixtures and fittings; telephone, cooker, and internet for example.
- washing machine installation/disconnection and other plumbing.
- redirection of mail for the duration of the move. The Customer should be advised to do this through the Post Office as we cannot pay this directly, although we can pay in advance if the Customer does not have the funds.
- purchase of cookers if type of fuel is different in their new home.
- purchase of a fridge/fridge freezer if the ‘gap’ in the new home is not adequate.
- purchase of emergency supplies such as beds and bedding.

- carpets, curtains, blinds, light fittings. Please note if a Customer's own curtains do not fit, we will assist with new ones.
- Payment to a friend or family member for reasonable increased costs if a Customer can stay with them during the required time frame. This will be pre-agreed.

12.0 Monitoring and reporting

12.1 There will be dashboard reporting, and we will monitor moves at the weekly regional temporary move meetings. All Area Managers or equivalent are expected to attend these calls if they have any live temporary move cases. These meetings play a vital role in reviewing the status of all active and pending cases. Regular monitoring through these calls helps us maintain a more streamlined and effective process.

12.2 This Policy will be reviewed on a biennial basis, unless there are significant changes in legislation, there are found to be any deficiencies or learning points from a complaint, or findings from any independent organisation. We discuss the wider policy at the temporary moves steering call each week so we can drive forward efficiencies in the process and improve our service to Customers.

12.3 Once a streamlined process is embedded and there is a wide understanding of responsibilities, it is predicted that our weekly regional temporary move meetings and steering call will no longer be required.

This policy and the corresponding process will become business as usual.

13.0 Equality, Diversity and Inclusion

13.1 This policy will be followed in conjunction with our Equality, Diversity & Inclusion Policy. This policy will be applied to our Customers to ensure they have equal access to our services and information, and we respect their individual needs. All Customers will have access to this document upon request or from our website. This document and accompanying leaflet can be translated or provided in alternative formats, Braille, large print and audio for example, upon request.

13.2 Equality, Diversity and Inclusion training is mandatory for all colleagues.

14.0 Temporary Move resulting from Customers' actions

14.1 Where it is found that acts or omissions of the Customer or household have resulted in the need for a temporary move, we will take appropriate action through tenancy enforcement, other appropriate legal action, or recharge to recover the costs. This may lead to the tenancy being at risk depending on the circumstances; refer to breach of tenancy policy for more details.

15.0 Damage to Customer Personal Possessions and Furnishings

15.1 Customers should always be encouraged to have their own contents insurance. In the event of damage to their personal possessions (including furniture/ carpets and Customers' own fixtures) regardless of the cause of the damage Customers should make a claim through their own insurance.

15.2 In the event they do not have contents insurance and believe we are liable for the damage to their belongings; Customers should be informed to make a liability claim. To do this they will need to make a formal request of liability in writing, (this can alternatively be written by the CHM and signed by the Customer), detailing their claim; providing details of the incident and why they feel we are liable. Customers should be advised photos can be helpful but if a loss adjuster is appointed an inspection of the damaged goods may be required.

15.3 Please note, if we accept fault the amount paid will not be on a new for old basis as content insurance claim often are, liability claims will consider the current value of item(s) and does not award an amount based on a new replacement.

15.4 Some Customers may argue they do not wish to go through their own insurance as this will adversely affect them on future insurance premiums. Customers should be advised they must make their own claim and inform the insurers if they feel we are liable. It will then be down to their insurer to make a claim against us.

16.0 Pets During a Temporary Move

16.1 It is not normally possible to take pets into temporary accommodation, except for guide dogs. Wherever possible, Customers should arrange for pets to be cared for by a family member, pet adopter (RSPCA, Adopter Programme) or at a kennel or cattery. Should the temporary accommodation accept pets, the cost of any additional charge and or damage will be paid by the Customer.

16.2 In the event the Customer has not informed us of having a pet or pets and no permission to keep a pet was provided, the Customer must find a family member or friend to rehome the pet for the duration of the temporary move. No assistance or reimbursement of costs will be provided by us.

17.0 Pests and Infestations

17.1 An infestation is the presence of large number of insects or animals that are classed as vermin. There is no complete list of what could be classed as vermin. In the UK, it normally means insects like ants, bedbugs, fleas, wasps, and cockroaches, and animals like rats, mice, and pigeons.

17.1 Customers should notify us as quickly as possible. They can also advise us the ways in which the infestation is affecting them and their household, for example, if it is affecting someone’s health.

We might need to:

- arrange removal or extermination of pests from the property.
- fix a structural defect to prevent pests from entering again.
- supply alternative accommodation if the pest control or repairs cannot be done whilst the property is occupied.