Relocation (Decant) policy

1.0 Purpose and scope

This policy sets out our approach to relocating tenants and homeowners, which includes shared owners and leaseholders, when they are required to move from their home due to an emergency, planned works or because of the demolition or sale of their property.

This policy applies to all tenants and homeowners who live in properties owned and managed by Notting Hill Genesis, as well as homeowners and tenants impacted by compulsory purchase orders (CPO). Where we manage properties on behalf of another landlord, we will follow the landlord's own relocation policy. However, if the landlord does not have a relocation policy in place, we use our relocations policy for guidance.

This policy aims to:

- Provide information and clear guidance about when tenants and homeowners may be required to move to enable works to be carried out
- Ensure that tenants and homeowners receive the appropriate payments that they are entitled to
- Ensure stakeholders and housing partners are made aware of decisions regarding disposal or major refurbishment of stock, where tenants and homeowners need to be relocated.

2.0 Definitions

Freeholder – a person who owns both the property and the land on which it stands indefinitely.

Relocation status – this refers to circumstances that apply: an emergency, planned or permanent relocation

Home loss payment – a statutory sum to compensate tenants and homeowners for the permanent loss of their home if they are forced to move.

Disturbance payment – statutory payments given to tenants and homeowners to cover the reasonable expenses of moving home.

Regeneration – a programme of development of an area which includes the provision or improvement of housing alongside other socio-economic benefits.

3.0 Engaging residents in the process

When making a decision to relocate a household, we consider their individual health, safety, wellbeing, and service adjustment needs when exploring relocation options with them.

The wishes of each resident will also be taken into consideration as far as possible. However, the final decision of whether to relocate the resident will always remain with us.

Where a relocation is required, we inform the resident about their relocation status from the start and update them if anything changes. We keep them informed throughout the process with regular updates on when we require them to move, suitable offers of alternative accommodation and other relevant timescales.

Each resident will be allocated a single point of contact who will coordinate the relocation process and keep them informed throughout.

We inform the resident as soon as they can return to their property and, when dealing with tenants, we organise the arrangements for their move.

4.0 Emergency relocations

4.1 When a relocation is required

Emergency relocations are necessary when an event makes the home uninhabitable. Examples of emergencies include but are not limited to:

- Interruption of vital services to the home e.g. water or electricity supply.
- Fire
- Major structural issues
- Repairs required to communal areas that would prevent access to the property.
- Where we are unable to make safe an emergency or significant hazard within the timeframes set out in our repairs policy

We recognise that the criteria for what requires an emergency relocation may differ for residents with certain health conditions and we assess each situation on a risk basis.

4.2 Emergency accommodation

Emergency accommodation will be suitable for the household's needs in terms of size and location. However, residents also have the option of seeking their own alternative accommodation.

Tenants

We provide emergency accommodation that suits the residents needs and, wherever possible, their preferences. However, where this is not possible, we support the resident to approach their local authority to seek assistance and declare themselves homeless. If families are overcrowded, we aim to offer them a larger property which is suitable for the needs of the household.

Tenants who are relocated to emergency accommodation must sign a relocation agreement with us before they move.

In circumstances where the move is for a short period of time (up to 10 days), we reimburse daily rent charges if the tenant arranges their own accommodation, including staying with friends or relatives. If hotel or B&B accommodation is more convenient, we arrange this and cover the associated costs, including any agreed reasonable expenses, as outlined in section 11.

If a resident has been relocated to emergency accommodation and it transpires that their property will not be habitable for longer than initially expected (10 working days), we may seek to change their status to a planned, albeit temporary, relocation, and an offer of alternative accommodation will be made (see section 5).

Reimbursement costs for emergency relocations will not apply if a suitable offer of alternative accommodation is refused. Where possible, this will involve relocating residents to properties within our own housing stock. If the tenant would prefer to source their own accommodation for this period, we will continue to make payments as per section 12.

Homeowners

When a homeowner is involved in an emergency relocation, they will usually be expected to organise their own accommodation. We will pay for emergency accommodation up front.

In exceptional circumstances, such as when their home is part of a scheme that has been identified as having a strategic housing need, we may arrange emergency accommodation.

4.3 Support for residents

We support all residents, regardless of tenure type, who are relocated in an emergency. Depending on the situation this may include offering specialist support to affected residents by giving them access to our health and wellbeing provider.

5.0 Planned (temporary) relocations

5.1 When a planned relocation is required

Planned relocations are required when it is not possible or safe to carry out necessary works while the household remains in their home.

We always seek to relocate the resident for the minimum time necessary to carry out the repair or improvement works, however these relocations generally are for longer than 2 weeks.

5.2 Alternative accommodation

Tenants

Where we ask a tenant to move temporarily because of planned works, we will make them one offer of suitable alternative accommodation (see appendix 1).

If the tenant temporarily moves to a self-contained accommodation provided by us, they occupy this property only on a licence to occupy, which they must sign before moving into the property.

Homeowners

If major repairs or improvement works are required, we consult with the homeowner prior to any discussions around possible relocating and strive to seek the most equitable solution. In some cases, we may have a right to relocate a homeowner to enable repairs or major improvement works to be carried out under the terms of their individual lease.

If the homeowner refuses to move, and in doing so prevents us from discharging our repair and maintenance responsibilities (e.g. a homeowner refuses to move and prevents us from carrying out major works to the structure of the building), we will seek legal advice on the way forward.

6.0 Permanent relocations

6.1 When a permanent relocation is required

A tenant or homeowner will require a permanent move if one or more of the following conditions apply:

- The home is to be sold.
- The home is to be demolished.
- The home is to be enlarged or reduced.
- Our solicitors and/or health and safety specialists advise a permanent move is required.

6.2 Alternative accommodation

Tenants

We register tenants for a transfer and award the appropriate priority and property size as detailed in the Allocations and lettings policy. Tenants can also register with the relevant local authority allocation scheme.

Tenants will have a period of six months in which to bid for a suitable property, unless the nature of the works requires a more urgent move, in which case they will be made an offer of alternative accommodation. After 6 months, we make tenants an offer of suitable alternative accommodation. The tenant will retain their security of tenure at the permanent relocated property.

Homeowners

Where we are working in partnership with a local authority to regenerate a community, and they exercise their powers of compulsory purchase, we agree jointly any responsibility for consulting and compensating homeowners and freeholders who may be affected.

Where a freeholder or a homeowner accepts the valuation for their existing property and the home loss payment, we expect them to make their own arrangements to find suitable accommodation.

Our leaseholder buy- back policy sets out the circumstances where we will consider buying back a property from a leaseholder and how these decisions will be made.

7.0 Terms of emergency and planned relocations

7.1 Protecting the residents' belongings

We have a number of options for keeping belongings that the resident does not choose to take with them safe and undamaged. These include:

- Storing items in a locked room
- Carrying out an inventory of items left
- Moving items to storage

In all cases, residents are advised to take valuable and personal belongings, such as photos or passports, with them.

7.2 Access to the property

To minimise health and safety risks, we cannot grant residents access to their permanent home whilst works are ongoing, unless this is pre-arranged, for example to collect post.

8.0 Voluntary relocations

8.1 When a voluntary relocation can happen

Voluntary relocations can also occur where a tenant is offered a permanent relocation to meet a strategic housing need.

8.2 Alternative accommodation

We make at least one offer of suitable alternative accommodation, the criteria for which is set out in appendix 1.

How we prioritise residents for voluntary moves is outlined in a separate guidance provided to residents affected by the specific instance of strategic rehousing.

8.3 Payments

We may provide assistance with certain moving and relocation expenses for voluntary relocations; however a home loss payment will not apply.

9.0 Home loss payments

9.0 Tenants

Home loss payments are payable under the terms of the Land Compensation Act 1973 and Planning and Compensation Act 1991. The eligibility criteria are detailed in in section 10 below.

The amount of compensation available under a home loss payment is determined by the latest annual update of The Home Loss Payments (Prescribed Amounts) (England) Regulations.

9.1 Resident homeowners/freeholders

If subject to a compulsory purchase order (CPO), in addition to receiving a payment equal to the market value of their home, resident homeowners and freeholders receive a home loss payment of 10% of the market value of their home, between the minimum and maximum standard home loss payment as set out in the latest annual update of The Home Loss Payments (Prescribed Amounts) (England) Regulations.

Homeowners/freeholders who dispute the amount of home loss payment will be referred to the Upper Tribunal (Lands Chamber).

9.2 Non-resident homeowners/freeholders

For non-resident homeowners or freeholders who are not eligible for home loss payments, compensation is subject to the negotiation process and legal advice.

10.0 Conditions of entitlement to statutory home loss payments

10.1 Tenants and homeowners

In general, the resident will qualify for the statutory payment where:

- They have been in occupation of the dwelling or a substantial part of it, as their only or main residence throughout the period of one year ending with the date of displacement
- The property is their only or principal home
- The displacement is a direct result of the improvement or redevelopment of the property
- The displacement is permanent
- The displaced resident has been in occupation by virtue of a legal interest or right – this may include a previous period when the resident resided in the property under another person's tenancy (tenants only)
- Compensation will only be paid to tenants who are moving at our request and would not have done so otherwise.

When a tenant's home is totally redeveloped, for example demolished and rebuilt, it is considered a permanent relocation. This principle still applies if they return to the newly built property and the address is the same as previously.

For tenants who meet the conditions of entitlement to home loss but have been in occupation for less than a year, we will agree upon reasonable expenses that we will cover to facilitate this relocation. This payment will be made pro-rata, paid in respect of each month or part-month that the tenant has been in occupation.

10.2 Joint tenants

Joint tenants are only entitled to one home loss payment per relocation.

10.3 Lodgers and licensees

Lodgers and licensees do not qualify for home loss payments.

10.4 Sub-tenants

Sub-tenants qualify for a home loss payment, but if they share any accommodation with the tenant such as a kitchen, bathroom or living room, they are entitled only to a share of the original home loss payment. If the sub-tenant occupies self-contained accommodation within the tenant's house, a full home loss payment must be paid to each person.

11.0 Disturbance and other payments

12.1 Disturbance

In addition to a home loss payment, a disturbance payment is payable under the Land Compensation Act 1973 to tenants and homeowners permanently displaced from their home to enable redevelopment or improvement work to take place. The payment covers the reasonable expenses incurred in removal. This should leave the resident in no better or worse position than they were prior to the move.

To qualify for a statutory disturbance payment, a tenant must have had a lawful tenancy at the address on the date we acquired the land by agreement.

The amount payable will vary according to the circumstances of each case. It should equal the 'reasonable expenses incurred by the person displaced'. The tenant is entitled to claim only for actual losses, ensuring that these are mitigated as far as possible. Interest is payable on any amounts the tenant has spent from the day the expense was incurred to the day payment is made.

Homeowners/freeholders should receive a disturbance payment in addition to both the market value of their home and any home loss payment.

Lodgers or those with a licence to occupy are not entitled to disturbance payments.

Where we require a tenant to move permanently and they are not eligible for statutory disturbance payments, we will agree upon reasonable expenses that we will cover to facilitate this relocation.

12.2 Other payments

Where we require a tenant to temporarily relocate, we will pay all reasonable expenses agreed in advance. Examples of these additional expenses can be found in appendix 2. When we provide accommodation without a kitchen, such as a hotel, we will pay £20 per child under ten and £30 per person over ten per day to cover food expenses, if meals cannot be provided by the hotel.

Where a tenant has been moved temporarily to alternative accommodation, they will be responsible for the payment of council tax for that property. If the council tax is higher than that for their original property, we will refund the difference to the tenant.

12.0 Rent charges and arrears

Where we require a resident to temporarily relocate, they remain responsible for the rent and service charge of their original (permanent) property. The rent and service charge for alternative accommodation will be set to zero.

Where tenants are relocated to a smaller property on a temporary basis, we will reimburse them for loss of bedroom.

If the tenant makes their own accommodation arrangements, including staying with family or friends, they will still be liable for rent at their permanent home and we will reimburse their daily rent of their permanent home for the number of days they are relocated.

Where we require the tenant with arrears to move permanently, they will retain the same rent type, for example social or affordable. However, the rent amount will change dependent on valuation of the home they move to. The statutory home loss payment will be used to offset any outstanding money owed to us.

13.0 Right to return

In circumstances where a tenant has moved to a new property because their original property is being redeveloped, for example demolished and rebuilt, we may offer the right to return. If the tenant has been in the new property for more than 12 months and accepts the right to return to an equivalent property, this second move does not constitute a relocation and therefore there is no entitlement to a further home loss payment, unless we compel the tenant to move. We will pay all agreed reasonable expenses for that second move, such as cost of hiring removal companies and transport to relocate.

14.0 Our approach

In writing this policy we have carried out assessments to ensure that we are considering Equality, Diversity & Inclusion

15.0 Reference

- Housing Act 1985
- Land Compensation Act 1973
- Housing Act 2004
- Homes (Fit for Human Habitation) Act 2018
- Social Housing (Regulation) Act 2023
- The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025

16.0 APPENDIX 1 – SUITABLE ALTERNATIVE ACCOMMODATION GUIDELINES

Where a tenant refuses an offer of suitable alternative accommodation and where re-housing by negotiation and voluntary agreement has not been possible, we may exercise our legal right to seek possession or taking legal action to compel the tenant to move. Throughout the legal action, a suitable offer of alternative accommodation will be maintained for the tenant. In practice, this may mean that a second offer is made to the tenant between their initial rejection and any court date.

A tenant can submit an appeal to the lettings panel if they believe an offer does not meet the criteria below.

Secure tenants
If the resident refuses the offer of accommodation, we may seek possession under Ground 10 or 10A, Schedule 2 of the Housing Act 1985.

The ground is not subject to the requirement that it is reasonable to make an order, but suitable alternative accommodation must be available.

Suitable alternative accommodation
The requirements are that the accommodation is 'reasonably suitable' taking into account the following:

- The nature of accommodation usually let by the landlord to persons with similar needs to the tenant
- Distance from place of work or education
- Needs and means of the family
- Distance from member of family who receives or provides support
- Terms compared to existing tenancy
- Provision of furniture, if furniture provided under existing tenancy.

Assured tenants
If the resident refuses the offer of accommodation, we may seek possession under Ground 9 or 6, Schedule 2 of the Housing Act 1988.

Ground 9 is a discretionary ground and the court must also be satisfied that it is reasonable to make an order. An alternative is to use Ground 6 of the Housing Act 1988 where the works involve demolition, reconstruction or other substantial works. This is a mandatory ground and suitable alternative accommodation does not have to be provided, although it is good practice to do so.

Suitable alternative accommodation
The accommodation must be reasonably suitable to the needs of the tenant and their family as regards:

- Proximity to place of work; and *either*
- Similar as regards rental and extent to the accommodation provided in the neighbourhood by the local authority for persons whose needs are, in the opinion of the court, similar to those of the tenant and their family, *or*
- Reasonably suitable to the means of the tenant and to the needs of the tenant and his or her family as regards extent and character, *and*
- Provision of furniture, if furniture provided under existing tenancy.

17.0 APPENDIX 2 – Reasonable expenses for emergency and temporary relocations

If the relocation has resulted in an out of pocket expense compared to normal outgoings, we will reimburse the difference. Below are examples of costs that we may cover:

- Temporary storage of items
- Moving costs
- Pre-paid utility bills for permanent property e.g. water
- Increased childcare costs associated with longer commutes
- Additional travel or parking costs associated with the relocation
- Pet boarding
- Furnishings or appliances
- Internet and/or telephone costs
- Laundry costs

For emergency relocations where the accommodation is without a kitchen, such as a hotel, we will pay £20 per child under ten and £30 per person over ten per day to cover food expenses, if meals cannot be provided by the hotel.

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Document Control

Author	Honor Virden, Policy and Procedure Delivery Officer
Approval date	15 July 2026
Effective date	16 July 2026
Approved by	Cheif Customer Officer
Policy owner	Managing Directors of Operations

Version Control

Date	Amendment	Version
January 2020	New Policy rolled out	v1.0
July 2020	Minor amendments agreed with ARCO	v1.1
December 2020	Covid-19 related statement added	v1.2
August 2021	Amendments made based on Paragon feedback	v1.3
March 2022	Removed COVID statement	V1.4
11/03/2024	Relocation status will change to planned if a resident is living in a hotel for more than 10 days	V1.5
20/01/2025	Policy reviewed	V2.0

	- Changed payments offered if tenant arranges own accommodation - Renamed decant to relocation - Added if tenants are moved temporarily to smaller property we will reimburse rent for loss of bedroom - Amended payments for food costs for hotel stays - Added information on renew scheme	
15/07/2026	Section on 'voluntary relocations' amended to align with Allocations and Lettings policy; definition of emergency relocation amended to align with Social Housing Regulation Act 2023; examples added to section on reasonable expenses	V2.1