Temporary and Compulsory Move Policy

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Agreed by	ELT
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Diversity compliant	Yes
Equality Impact Assessment required	No
Data Protection compliant	Yes
Health and Safety compliant	Yes

Contents

1. What this policy is about and why we need it

We recognise that on occasions customers may be displaced from their homes and required to be relocated into emergency, temporary, or other permanent accommodation.

This policy outlines our position and approach in relation to the emergency, temporary or permanent rehousing of our customers in circumstances whereby a property is in need of works and the customer is not able to safely continue to reside in it and/or where a property is to be demolished or disposed of.

This policy sets out how we will assist our customers where they are required to move from their existing accommodation on an emergency, temporary or permanent basis, including the financial support we will offer.

We recognise that moving customers from their home is considerably disruptive and will therefore be an action of last resort. Where a move is necessary, we will look to identify cost effective options and consider customers' circumstances, vulnerabilities, and specific requirements related to religion or belief, care or dependant responsibilities, pregnancy, and disability.

2. Who does this policy apply to

This policy applies to customers with tenancies of Acis homes, excluding student accommodation. Our Allocations Policy will apply to customers seeking to move from their homes in circumstances other than those set out in this policy.

3. Our policy

3.1 Types of Displacement

<u>Emergency (Unplanned) Temporary Move</u>

Where an unexpected event, irrespective of cause, has resulted in a property becoming uninhabitable.

Local authorities have statutory responsibility to any person(s) who find themselves homeless as a result of such an event. As appropriate, we will signpost the customer to the local authority and notify them of the event. We will expect to work with local authorities to identify the best solution in the circumstances.

We will make arrangements where alternative accommodation needs to be provided as a result of an unexpected event occurring outside of normal working hours. This will be followed up retrospectively with the local authority where necessary.

In emergency situations, we may consider the following options, either directly or in conjunction with the local authority;

- Staying with friends or relatives (this would be the first option to explore)
- Staying in a B&B, hotel or other such accommodation. Depending on the circumstances of any booking, the cost of this will be covered by us or the local authority
- Staying in guest accommodation at one of our housing for older people schemes

The above may be short term solutions and further temporary or permanent solutions may be pursued depending on the circumstances and the ability or otherwise to return to the property displaced from.
Wherever possible, we will attempt to offer emergency accommodation suitable to the needs and any vulnerabilities of the household. Where this isn't achievable, we will work with customers to identify a mutually acceptable solution.

Temporary (Planned) Move

Where a temporary (planned) move is required, we may consider the following options for the period of the works:

- Staying with family or relatives
- Staying in a B&B, hotel or other such accommodation at our expense
- Temporary move to an alternative Acis property
- Staying in guest accommodation at one of our housing for older people schemes

Any temporary move into an alternative Acis property will be done by way of a licence, with the customer retaining their security of tenure at their principal home. For the duration of the move, the customer will remain liable for rent and council tax at their principal home. No rent will be charged, and we will be liable for the council tax, for the property moved to.

Wherever possible, we will attempt to offer temporary accommodation suitable to the needs and any vulnerabilities of the household. Where this isn't achievable, we will work with customers to identify a mutually acceptable solution.

Compulsory Move

In situations where major redevelopment/significant alteration work is required, or where demolition or disposal is planned, customers may be permanently rehoused into other suitable accommodation within our property portfolio or that of another provider subject to availability. Any offer of a permanent move will be authorised by a Head of Service.

Depending on the circumstances of a permanent move, customers may be eligible for statutory payments as detailed in Section 3.3.

3.2 Preserved Rights

This section sets out the position on preserved rights in circumstances where customers are required to move permanently

Preserved Right to Buy (PRTB)

The Right to Buy (RTB) is attached to the person, rather than the property. If a customer with a PRTB is being rehoused permanently, they will be offered, wherever possible, a property where this right can be exercised, and signed up to a new tenancy with the same rights and retain the RTB.

Right to Acquire (RTA)

The RTA is attached to the person, rather than the property. If a customer with the RTA is being rehoused permanently, they will be offered, wherever possible, a property where this right can be exercised, and signed up to a new tenancy with the same rights and retain the RTA.

Where a customer is offered a property that cannot be purchased under the above schemes, this will be explained fully and followed up in writing.

3.3 Home Loss, Disturbance & Compensation Payments

Customers required to move permanently may be entitled to a statutory payment(s) subject to meeting specific criteria as assessed in each individual case.

There are two statutory payments which a customer may be eligible for:

- Disturbance payments
- Home Loss payments

A customer may have entitlement to one or both of these payments. Appendix item 1 provides further information on these payments.

Where a customer is not entitled to statutory payments, we may consider offering a reasonable compensation payment, subject to a case-by-case assessment.

3.4 Expenses and allowances

Any expenses and allowances will be agreed on a case-by-case basis with the customer, Appendix 2 outlines our general approach to expenses and allowances by accommodation type.

4. How we will monitor this policy

The Neighbourhoods Team, under the leadership of the Head of Customer Operations, is responsible for the monitoring of this policy. This will be done through monitoring the progress of associated works, auditing temporary move activity and monitoring of associated budgets.

5. Procedures and other documents that link into this policy

This policy links to the following policies and procedure;

- Temporary Decant Procedure

6. Links to other policies, legislation and/or regulations

This policy is linked to the following legislation and regulation;

- Land Compensation Act 1973
- The Housing Act 1985
- The Housing Act 1988
- Homeloss payment (Prescribed Amount) (England) Regulations 2020
- Planning and compensation act 1991
- Equality, Diversity and Inclusion Policy
- Reasonable Adjustments Policy
- Tenancy Management Policy
- Allocations Policy

7. When this policy will be reviewed

This policy will be reviewed again as part of the established 3 yearly cycle, unless earlier review is required as a result of changes to legislation, regulation, and / or emergent best practice.

8. Appendix

8.1 Disturbance & Home Loss Payments

Disturbance Payments

Under the Land Compensation Act 1973, customers will be eligible for a Disturbance Payment to cover the reasonable costs of moving.

This is a mandatory payment which may be made to a customer where they are required to move from a property due to major redevelopment or demolition. As such, a disturbance payment cannot be held against any other debt owed to us.

Disturbance payments cover 'reasonable expenses' incurred by the entitled person during moving. People who are displaced from properties that have been adapted for disabled people are entitled to the comparable cost of those modifications.

We will pay these costs directly where possible. Any requests for reimbursement of disturbance allowance costs must be pre-agreed and accompanied by invoices or receipts. We may consider the following criteria when considering a disturbance allowance payment.

- The cost of removals and / or storage of belongings
- Disconnection and reconnection costs for existing fixtures and fittings e.g., telephone, cooker, washing machine and other plumbing
- Purchase of cookers if type of fuel is different in new home
- Redirection of mail for up to 3 months
- Storage of belongings

Home Loss Payments

Under the Home Loss Payment (Prescribed Amount) (England) Regulations 2020, or other such subsequent legislation, where a permanent move is required, customers are entitled to a home loss compensation payment provided they meet the necessary criteria, which is set out below;

- Compulsory purchase of the property
- Making of a Housing Order in respect of the dwelling (i.e., prohibition order under Part 1 of the Housing Act 2004 or a demolition order)
- Redevelopment of land or improvement of any dwelling on land previously acquired or appropriated by an authority possessing compulsory purchase powers and currently held by such an authority
- Redevelopment or improvement by a registered social landlord
- Making of an order for possession because the landlord (in the case of a secure tenancy) intends to demolish or redevelop the dwelling or carry out extensive work, or the area is to be sold and redeveloped

The customer must have been living in the property for a minimum of 12 months prior and be an assured (not assured shorthold) customer.

Decisions for home loss payments will be considered by the Executive Leadership Team (ELT) prior to the service of any notice.

Payment amounts will be in line with current legislation and section 30 of the Land Compensation Act 1973. Where a customer qualifies for home loss payment, any monies owed by them to us (including but not exclusively rent arrears, court costs) will be offset against the homeloss payment. Where homeloss and disturbance is agreed, the customer will not qualify for any other allowance and/or compensation unless set out by statute.

If a tenancy has already legally ended, the customer/s will not be eligible for either the home loss or disturbance payments; this includes but not limited to;

- Parting with possession of the property to include sub-letting
- Possession of the property has been granted by the court, whether this is suspended or immediate
- A customer gives notice to end their tenancy, before the official notice has been issued by us

We may give consideration towards a discretionary home loss payment in certain situations where a customer does not meet the specific criteria for statutory payment.

8.2 Expenses & Allowances

<table>
<tr><th></th><th colspan="4">Emergency/Temporary</th><th>Permanent</th></tr>
<tr><th></th><th>Friends / Family</th><th>B&B / Hotel</th><th>Alternative AGL</th><th>AGL Guest Accommodation</th><th>AGL or other provider</th></tr>
<tr><td>Accommodation costs</td><td>No</td><td>Costs would be paid directly to the provider.</td><td>N/A</td><td>N/A</td><td>N/A</td></tr>
<tr><td>Food allowance</td><td>No</td><td>Yes, where adequate kitchen facilities are not provided. [1]</td><td>No</td><td>Yes, where adequate kitchen facilities are not provided. [1]</td><td>No</td></tr>
<tr><td>Removals / storage</td><td colspan="4">Removals or storage will be considered where belongings cannot remain in the principal home or where specific items are needed due to the duration of the move. Costs will be paid from AGL directly to the company.</td><td>Removals will be arranged by AGL with costs paid directly to the company.</td></tr>
<tr><td>Travel costs</td><td colspan="4">Essential travel costs may be considered where additional costs are incurred as a result of the property location. [2]</td><td>No</td></tr>
<tr><td>Laundry costs</td><td>No</td><td>Yes, AGL may cover reasonable costs where laundry services are not available as part of the accommodation. [3]</td><td>No</td><td>Yes, AGL may cover reasonable costs where laundry services are not available as part of the accommodation. [3]</td><td>No</td></tr>
<tr><td>Mail</td><td colspan="4">Where the length of stay in alternative accommodation warrants it, AGL may consider redelivery or keepsafe services. [4]</td><td>AGL may consider covering the cost of mail redelivery services. [5]</td></tr>
<tr><td>Utilities</td><td>No</td><td>No</td><td colspan="2">Where additional costs are incurred, AGL may agree to reimburse these costs. [6]</td><td>No</td></tr>
<tr><td>Installation costs [7]</td><td colspan="5">Where a disconnection / reconnection is required as a result of removals or storage arranged by AGL, the necessary arrangements will be made.</td></tr>
</table>

[1] We would define adequate kitchen facilities as having access to a dedicated food preparation area along with cooking and refrigeration facilities. Where applicable, we would provide a food allowance of £20 per day per adult and £10 per day per child (under 16).
[2] We will only reimburse essential travel costs. Essential travel would usually be work and school commutes, medical appointments, or caring responsibilities. We would expect to pay costs based on the method of travel. For public transport, receipts will be required. For fuel costs, we would pay in line with Government advisory rates.
[3] Where laundry services are not available or not provided as part of the accommodation, we will determine an allowance based on length of stay, household and the services available within the locality.
[4] For a move of less than 2 weeks, we would not normally expect to offer this service. For moves of over 2 weeks we may offer this service for the duration of the move. We would not offer this service where access to the principal home remains, and the location of the temporary accommodation is in close proximity.
[5] Where this service is offered, we would cover the costs for up to 4 weeks from the end of the tenancy.
[6] Additional costs would generally occur due to ongoing energy usage as a result of the nature of works required at the principal home. As such, we would only look to cover costs related to the principal home.
[7] Installation costs cover items such as cookers, broadband and phone lines.