

**EMERGENCY HOUSING, TEMPORARY
ACCOMMODATION & HOME LOSS POLICY**

Policy Owner:

Chief Property Officer

Accountable Lead

Director of Property Maintenance



Policy Control

Policy Level	Operational
Policy Reference	CS/HM(L&S)/006/2013
Link to Strategy	Neighbourhood, asset management and development strategies
Version Control V.2 - This policy is a consolidated policy, initially developed by former SCHAT Policy (Home Loss, Disturbance and Discretionary Payments Policy – June 2011) and now used across Curo Amendment made February 2025 – reasonable adjustments & removal of the word decant	Effective from: April 2024 Effective till: April 2027
Approved by	Chief Customer Officer –
Consultation	CX and PS Leadership Team
Equality analysis	Completed July 2024
Next review date	April 2027

Policy Statement

Curo will work with customers who need to move for planned or emergency repairs to their home, or because their home is part of a regeneration or redevelopment project.

Curo recognises that moving can be challenging and will ensure that communication is clear and transparent and manages expectations about what Curo will or will not provide.

Curo will agree fair and reasonable compensation that is in line with its statutory obligations. Curo's aim is to support customers to move with the minimum stress and disruption and to ensure that works are completed in a timely manner.

1. **Scope**

The policy applies to all occasions when an individual resident or groups of residents are required to move due to:

- Major repair or improvement which results in a significant change to the character of the building (e.g., re-modelling of a scheme or block)
- Refurbishment or modernisation of a whole dwelling or series of dwellings
- Rebuilding or disposal of a property
- Regeneration of an area
- Fire or flood damage, or repairs (emergency or otherwise) that are required and cannot reasonably be completed with the customer in situ.

Scenarios that will result in statutory entitlements to compensation of both home loss and disturbance payments are:

- Major repair or improvement which results in a significant change to the character of the building (e.g. re-modelling of a scheme or block)
- Refurbishment or modernisation of a whole dwelling or series of dwellings
- Rebuilding or disposal of a property
- Regeneration of an area

Scenarios that will not result in statutory entitlement to home loss or entitlement to disturbance payments are:

- Temporary Moves arising from fire or flood damage, or repairs (emergency or otherwise) that are required and cannot reasonably be completed with the customer in situ.

Affected customers may be entitled to compensation in accordance with Curo's compensation policy and procedure to cover out of pocket expenses.

Where the move required is the result of accident, neglect, misuse or recklessness by the resident, their household or visitors, Curo will not provide alternative accommodation, and no compensation is payable. Customers will be sign-posted to local services such as local authority housing options services or their own insurers to find alternative accommodation. Where a customer is extremely vulnerable a Director will make a discretionary decision about what support will be provided to the customer by Curo.

2. Definitions

Reasonable Offer - A "reasonable" offer of alternative accommodation is one that balances adequate facilities, proximity and accessibility and specific needs (e.g adaptations), providing a living situation that maintains the customer's quality of life without causing significant inconvenience or hardship.

Vulnerable Customer - A "vulnerable customer" is an individual or group of individuals who may be at a higher risk of harm or disadvantage in their interactions with our services due to certain characteristics or circumstances. This increased vulnerability can arise from a variety of factors, including but not limited to physical, mental, social, or economic conditions.

Decanting – is a legal definition of the process where residents are required to move from their homes, due to the reasons in the scope above, either temporarily or permanently, for the works to be completed. We are committed to removing this phrase from conversations and communications with customers, but it may be used internally

A Permanent Move – is when a resident is moved out of their property and there is no intention that they return to it.

A Temporary Move – is when a resident is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.

Note – that tenants have a right to return to their home following major repairs or improvements, but no right exists following remodelling, rebuilding or regeneration, or where the property will be disposed of or demolished

Home loss – is a statutory payment, under the 'Land Compensation Act 1973' and the 'Planning & Compensation Act 1991', but only if a resident is required to move permanently from their home, and only if they have lived there for at least a year.

Disturbance payments – are statutory payments, paid in addition to any home loss payment, , and when a customer is not entitled to a home loss payment because they have been resident for less than a year. Disturbance payments cover the cost of moving home and include:

- the actual cost of removals and/or storage of belongings
- the cost of altering soft furnishings, i.e. refitting carpets, altering curtains and blinds and re-fixing curtain rails
- cost of providing new curtains and carpets where those from the old home cannot be adapted to fit
- Curtain poles
- disconnection and reconnection costs for existing fixtures and fittings e.g. telephone, cooker, washing machine and other plumbing
- redirection of mail
- cost of moving and re-erecting aerials and satellite dishes
- purchase of cookers if energy supply is different in new home

- storage of any belongings not able to be taken into the new home
- costs of kennels etc. for pets if they cannot be accommodated in any temporary accommodation and they have no alternative solution (e.g. family or friends)
- redecoration allowance (if necessary) for new home
- reimbursement for extra travel costs related to work or education whilst in temporary accommodation.

Curo will ensure that disturbance payments are agreed with customers ahead of any move. In many cases it may be appropriate for Curo use our own contractors to provide the services described above, and no compensation will be payable where this is the case.

3. Responsibilities

The Board and Executive, through the Policy Owner, ensure that the policy delivers Curo's strategic objectives and reflects corporate values.

The Accountable Lead is accountable to the Executive for the effective implementation of the policy in Curo, so that

- the principles are achieved through appropriate team plans and objectives, and
- procedures – with appropriate RACIs – translate the policy objectives into practice.

The Director of Property Maintenance & Building Safety and Director for Asset Management + Procurement are responsible for identifying circumstances requiring decants, home loss and disturbance payments.

The Director of Empty Homes & Lettings, Director of Tenancy Management and compliance, Director of Property Maintenance and Building Safety and the Director for Asset Management and Procurement are responsible for developing a strategic plan to respond in line with this policy.

The Director of Empty Homes & Lettings is responsible for developing policy and procedures, and for implementing these in line with the strategic plan, in order that the policy statement and its aims are met.

Asset/Project or Repairs managers will ensure that they have sufficient funding in place for Curo to meet our obligations to customers under the terms of this policy.

Contact Team colleagues provide advice and support and may be required to implement processes for emergency rehousing.

The Resident Liaison Officer provides support to customers to ensure that appropriate solutions are identified and moves supported.

4. Principles

The key principles which underpin this policy are:

- That Curo will meet its statutory duties and responsibilities.
- That Curo manage decant proceedings in an efficient and fair manner.
- Curo will consider the needs of individual residents when a decision to decant is being made – particularly where work is required due to a repair that poses a risk to the health and safety of residents.
- Curo aim to cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis.
- Home loss payments will match the amount prescribed by current regulation.
- We will ensure Fairness in the calculation of amounts due to residents if not determined by statute, based on the loss or costs incurred.
- We will assist residents through early consultation and by moving and arranging any move required by the work
- Curo recognises that we cannot require leaseholders (other than in certain circumstances where the lease permits major works) or non-residents to move, but that Curo will where appropriate, seek to achieve this by negotiation.
- Curo will attempt to ensure that accommodation is provided with similar adaptations where an individual has particular needs, and their existing home has been specially adapted.
- In emergency, short term decant is required (particularly over weekends or overnight), Curo will ask if the resident have family or friends to stay with before seeking alternative accommodation.
- We will attempt to ensure that temporary accommodation is close to the location of the current home, recognising that in emergency situations this is not always possible and therefore a property in the local authority boundary will be deemed to be suitable.
- Curo will make prompt payment, determining the amounts due as soon possible after the event giving rise to a resident's claim.
- Any money due to Curo will be offset against any payment.
- In situations where there is clear evidence of financial hardship caused by the move interim payments will be considered.
- In the case of repairs that pose a risk to health and safety, if a resident does not want to move, Curo will provide them with clear information on how to keep themselves safe ahead of the hazard being addressed, including if it is Curo's judgement it is not possible to do so. If this is the case, we will keep records of our correspondence with residents offering them suitable alternative accommodation.
- Reasonable adjustments Colleagues are empowered to make reasonable adjustments based on individual customer needs ensuring equal access to services. Colleagues are encouraged to assess each situation thoughtfully and make adjustments where appropriate, considering factors such as accessibility, medical or specific requirements. These adjustments should be made in a way that meets statutory and regulatory requirements, maintains

a high standard of service, and supports customers in a fair and respectful manner.

Planned Moves (Decants)

Curo will provide temporary accommodation from its housing stock using a suitable Empty property. Curo will attempt to find a suitable property close to the location of the current home dependent on availability and timeframe for planned work to start. An offer in an alternative location will be considered as a reasonable offer.

We will provide accommodation that is like the current home in terms of size and adaptations needed.

We will provide flooring, curtain poles, installation of cooker, and removal costs.

Emergency Moves (Decants)

We will provide temporary housing where a customer cannot remain at home whilst essential emergency repairs are carried out because of fire, flood, loss of utilities (where temporary measures cannot be put in place such as portable heaters) and risk to health and safety including, but not limited to asbestos exposure, sewage leak and lack of essential facilities such as a working toilet.

Where the issue is due to damage, neglect, misuse, accident or recklessness by the resident, their household or visitor, we will not provide alternative accommodation and the resident will be signposted to the local authority for advice. Where the resident is extremely vulnerable a discretionary decision about support can be made by a Director.

For short term emergency accommodation, we will consider a hotel, guest house, holiday let or similar. One reasonable offer will be made in the local authority area. Where possible we will try to find accommodation close to the current home. If the offer is refused by the customer, they will be signposted to the local authority for assistance.

Where there is no access to cooking facilities, breakfast and an evening meal will be provided if a restaurant is available at the accommodation. Where no restaurant is available, we will refund the additional cost that a customer would normally pay for their weekly food budget up to a maximum of £20 per day for an adult and £10 per day for a child. Receipts must be provided.

Any other claims for 'out of pocket' expenses will be in line with our compensation policy. Receipts must be provided. Deductions will be made for any monies owed to Curo unless this would create significant hardship.

5. Application

The objectives of the policy are delivered through the procedures set out in Section 7 below.

All colleagues who will be involved in these processes are given adequate training and guidance on their implementation.

Procedures include up to date references to home loss payments required by regulation.

Procedures for identifying eligibility provide clear guidance on the one-year residence requirement, particularly considering Curo's use of shorthold tenancies and the impact this has.

Where possible, Curo's processes provide flexibility in allowing tenants to return to their home. In circumstances where no statutory right exists Curo will consider sympathetically requests to return, although no home loss payment will then be payable.

Following wholesale redevelopment/regeneration of an area Curo will consider sympathetically requests to return to the area, and any sales/lettings plan may incorporate commitments to displaced residents.

Curo has a process which enables and demonstrates a fair method of assessing the costs of moving and the calculation of disturbance payments.

Before embarking on a redevelopment, refurbishment, or regeneration programme the following factors will be considered:

- whether works are essential or optional
- whether decanting may be necessary
- whether any decants will be permanent or temporary: in some instances, this may depend on tenant preferences.
- the appropriate budget for decanting costs
- whether any vulnerable or elderly households are involved and what special care or resources are required

what consultation processes are in place, and what the appropriate communications plan will be, both seeking to achieve a consensual approach to the decant programme.

6. Review and monitoring

Curo will keep under review the regulations associated with the payment of home loss so that the current proscribed amount is always used.

Curo will review the outcomes, and feedback from residents affected, to improve the operation of the policy.

7. Associated Policies and procedures

- Decant Process (planned) PUG
- Decant Process (emergencies) PUG

- Decant Process (redevelopment) PUG
- Decant Checklist
- Home loss and disturbance payment PUG & forms
- Compensation policy & procedure
- Decant Workflow