

Temporary Rehousing Policy

(Formerly Decant Policy and Procedure)

Author	Phil Parkes, Head of Landlord Services
Sponsor	Simon Young, Assistant Director of Housing
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Links to other P&P	SYHA Vulnerability P&P SYHA Lettings P&P SYHA Use and Occupancy Agreements
Legal and regulatory requirements	Regulator of Social Housing Requirements of individual tenancy/licence agreements Housing Act 1985 Housing Act 1996 Protection from Eviction Act 1977
Revisions	Change of title from decant to make this more user friendly Draft updated following customer consultation and staff feedback
Best practice	Tested against Housing Ombudsman recommendations

1. Policy Statement

1.1 SYHA is committed to ensuring customers are safe, supported and treated with dignity when they need to move temporarily or permanently from their home to allow essential repairs, improvement works, regeneration, or to respond to an emergency situations.

1.2 This policy sets out how SYHA will provide temporary rehousing and appropriate support, minimise disruption and ensure fair, transparent and consistent decision-making.

1.3 In emergency or out-of-hours situations, SYHA will prioritise immediate safety and provide temporary accommodation as quickly as possible, followed by a full assessment on the next working day.

2. Purpose

2.1 The purpose of this policy is to protect customers health, safety and wellbeing and to enable essential repairs, regeneration, safety and improvement works to be carried out.

2.2 Provide clear expectations for customers and staff about when temporary rehousing may be required and what customers can expect from SYHA.

2.3 Ensure customers are communicated with clearly and regularly and are involved in decisions affecting them wherever possible.

3. Scope

3.1 This policy applies to SYHA customers who require a temporary or permanent move because:

- their primary home is assessed as unsafe or uninhabitable;
- major repairs, refurbishment, fire, flood, structural failure or other emergency works are required;
- major building safety works are needed to keep people safe from harm;
- a regeneration, redevelopment or disposal programme affects their home;
- an Environmental Health or statutory enforcement notice requires action; or
- works cannot reasonably be completed while the Customer remains in occupation, including where this is linked to disability, vulnerability or other support needs.

3.2 This policy should be read alongside relevant tenancy or licence agreements and linked SYHA policies and procedures.

4. Definitions

4.1 Temporary emergency accommodation means accommodation such as a hotel room or serviced accommodation used at short notice, usually for a very short period following an emergency (e.g. fire or flood).

4.2 Temporary rehousing means alternative accommodation provided for a defined period while works or other required actions are completed.

4.3 Permanent rehousing means a long-term move where return to the original home is not possible, reasonable or suitable.

4.4 Primary home means the property from which the Customer is moved away from.

4.5 Landlord-initiated move means a move required because of action or works that SYHA must legally undertake, including repairs, safety work or regeneration works and in line with Awabs Law.

5. Assessment and Decision-Making

5.1 Before a planned move is agreed, SYHA will arrange a property inspection and estimate the expected duration of works.

5.2 SYHA will explore alternatives to moving where it is safe and practical to do so.

5.3 Customer circumstances and support needs will be assessed, including household composition, vulnerabilities, disability, mental health, safeguarding concerns, pets, caring responsibilities, schools, work and known triggers.

5.4 Reasonable adjustments will be made where required and practically possible.

5.5 Planned temporary or permanent rehousing decisions will be signed off by a Head of Service or above.

5.6 The reasons for the decision, expected duration and any next steps will be confirmed to the customer in writing.

6. Permanent Rehousing

6.1 Permanent rehousing will follow SYHA allocation and lettings policies, with appropriate priority where applicable. This will include Management/Special Case sign off by Head of Service where appropriate.

6.2 Permanent rehousing may be considered where return is not possible or reasonable.

6.3 Permanent rehousing may also be considered where the Customer chooses not to return and this is in the best interests of both SYHA and the customer.

6.4 Permanent rehousing may be required where the primary property is to be disposed of, demolished or no longer used as housing.

7. Types of Temporary Rehousing

7.1 Temporary rehousing may include:

- another social housing property from a Housing Association (registered provider or local authority)
- a supported housing unit within LiveWell or suitable General Needs property (if LiveWell customer)
- short-term leased accommodation for a fixed period;
- hotel or serviced accommodation for very short-term works or short-notice temporary accommodation, including out-of-hours emergencies.

7.2 Hotel or serviced accommodation will normally be used only where suitable self-contained accommodation is not available or where the move is urgent or short term.

7.3 For longer temporary moves, SYHA will review whether the type of accommodation remains suitable as the case progresses.

8. Suitability of Accommodation

8.1 Any alternative accommodation will be safe, clean, suitable for the household and appropriate to household size and needs wherever reasonably possible.

8.2 SYHA will consider location, access to schools, work, caring responsibilities, family links, pets, vulnerabilities, support needs and accessibility when identifying suitable temporary accommodation.

8.3 SYHA will consider the need to keep households together, including reasonable consideration of pets.

8.4 SYHA will explain any limitations where it is not possible to meet all preferences or needs immediately, particularly in emergencies.

8.5 SYHA will provide the following in writing to the customer before the move, or as soon as possible after in an emergency:

- the reason for the move;
- the expected duration;
- the temporary accommodation details;
- if furniture, white goods and essential facilities are available;

- the named contact and contact arrangements; and
- the financial arrangements and any support available.

9. Support Provided to Customers

9.1 SYHA will provide support proportionate to the move and the household circumstances.

9.2 Each customer will be given a named contact from Landlord Services/LiveWell, including direct contact details and details of who to contact if that person is unavailable.

9.3 SYHA will provide regular **updates at least every 10 working days**, or sooner where there are significant changes to timescales, works or accommodation arrangements.

9.4 Support may include help with packing, removals and/or storage of belongings where this is proportionate and required.

9.5 SYHA may provide assistance with benefits, financial advice and signposting to relevant support services where appropriate.

9.6 In an emergency, SYHA will make customers aware of the support available as soon as practical, recognising that customers may be distressed or unable to absorb information immediately.

10. Property Updates

10.1 Where the customer is expected to return to their primary home, **Property Services will identify a named contact responsible for updates** on the schedule of works.

10.2 Property Services will provide expected timescales for remedial works and update the customer and Landlord Services about significant changes, delays or risks.

10.3 Property Services will provide progress updates at agreed intervals, normally every 10 working days, and sooner where there are significant changes.

10.4 Where insurance is involved, SYHA will work with insurers and loss adjusters to support timely inspections and decisions.

10.5 Landlord Services/LiveWell will be notified in advance of planned return dates so that support and accommodation arrangements can be managed effectively.

11. Financial Arrangements

11.1 The principle of this policy is that Customers should not be financially disadvantaged because of a landlord-initiated move. SYHA will pay reasonable moving and storage costs where these are required because of a landlord-initiated move.

11.2 SYHA will clearly explain financial arrangements before the move, or as soon as reasonably possible in an emergency.

11.3 Rent and service charges will normally continue to be the responsibility of the customer for their primary home unless otherwise agreed in writing.

11.4 Where applicable, SYHA will support applications for council tax exemptions, such as Class B exemptions, on the primary home and will clearly explain responsibility for council tax at the temporary accommodation.

11.5 SYHA will explain utility responsibilities before the move and will ensure customers are not financially disadvantaged by landlord-initiated temporary rehousing.

11.6 Where a customer incurs additional everyday living costs as a direct result of a landlord-initiated move, SYHA will consider reasonable subsistence payments. This may include additional food costs, travel, parking, laundry, internet access, appliance reconnection or other essential costs. Subsistence payments will be based on the additional costs incurred above normal household spending.

11.7 For hotel accommodation, where no cooking facilities are available, SYHA will consider a subsistence allowance of up to £26 per person per day (2026 benchmark) This amount will be reviewed periodically and may be varied depending on household circumstances, accommodation type and available facilities.

11.8 Customers may be asked to provide receipts or other evidence for reimbursement of additional costs where this is reasonable and practical.

11.9 Where a move is not landlord-initiated (e.g. fire or flood), financial support and subsistence payments will be considered on a case-by-case basis and may not apply unless there is a statutory, contractual or agreed reason.

12. Customer Responsibilities

12.1 Customers are expected to engage reasonably with the temporary rehousing process.

12.2 Customers must provide accurate household information and up-to-date contact details.

12.3 Customers are expected to take reasonable care of temporary accommodation and comply with any use and occupancy agreement.

12.4 Customers are expected to move back to their primary home when works are complete and the property is safe, clean and ready for occupation, unless a permanent rehousing decision has been agreed.

12.5 Customers should tell SYHA as soon as possible if their circumstances, needs or contact details change during the temporary rehousing period.

13. Returning Home

13.1 Where a return is planned, customers will be given reasonable notice of the return date wherever possible.

13.2 The primary home will be safe, clean and ready for occupation before the Customer returns.

13.3 Return arrangements will take account of household needs, vulnerabilities, caring responsibilities and practical moving arrangements wherever reasonably possible.

13.4 SYHA will confirm in writing the return date, any support with moving back and the date temporary accommodation arrangements will end.

14. Equality, Safeguarding and Vulnerability

14.1 SYHA will carry out equality impact considerations when applying this policy.

14.2 SYHA will make reasonable adjustments where required.

14.3 SYHA will follow safeguarding procedures where concerns arise.

14.4 SYHA will work with partner agencies where needed to support Customers and manage risk.

14.5 Customer communication and support will be tailored where Customers have disabilities, mental health needs, communication needs, sensory needs, safeguarding concerns or other vulnerabilities.

15. Complaints and Appeals

15.1 Customers may raise concerns or complaints through SYHA complaints process.

15.2 SYHA will ensure customers understand their rights and how to access support if they are unhappy with a decision, the suitability of accommodation, communication, timescales or financial arrangements.

15.3 Complaints and learning from temporary rehousing cases will be used to improve policy, process and staff guidance.

16. Governance, Monitoring and Review

16.1 All temporary rehousing cases will be recorded on Cx.

16.2 Outcomes, key decisions, customer contact, costs and Customer feedback will be recorded to support transparency and learning.

16.3 This policy will be reviewed every two years, or earlier if required by changes in legislation, regulation, Ombudsman learning, customer feedback or operational need.

17. Customer Consultation and Changes

17.1 Customer consultation highlighted the importance of regular communication, a named contact, clearer financial information, suitable accommodation, support for vulnerable customers, and plain language.

17.2 The table below summarises the main changes made following customer and colleague feedback.

Theme	Change made
Communication	Added: “SYHA will provide regular updates at least every 10 working days, or sooner <i>where there are significant changes to timescales, works or accommodation arrangements.</i> ”
Named contact (and alternative)	Added: “Each customer will be given a named contact from Landlord Services/LiveWell and details of who to contact if that person is unavailable.”
Property updates	Added “Property Services will provide progress updates on works at agreed intervals, normally every 10 working days, and will notify Landlord Services and the customer of any delays or changes.”
Emergency moves	Added “In emergencies or out-of-hours situations, SYHA will prioritise immediate safety and provide temporary accommodation as quickly as possible, followed by a full assessment on the next working day.”
Suitability of accommodation	Added “SYHA will consider location, access to schools, work, caring responsibilities, family links, pets, vulnerabilities, support needs and accessibility when identifying suitable temporary accommodation.”

Accessible information	Plain language and accessible format commitments will be via website pages.
Financial arrangements	Clarified council tax, utilities, subsistence, hotel food allowance, removals, storage and evidenced additional costs.
Returning home	Added reasonable notice and written return arrangements.