HOME LOSS, DISTURBANCE AND RELOCATION POLICY

Green Square Accord

Home Loss, Disturbance and Relocation Policy

Contents

1. Our purpose

We're proud to be able to support tens of thousands of people across England by providing affordable housing and care to help people live independently.

Everything starts at home, and we are privileged to be able to do work which makes a real difference to the lives of people in our communities. Everything we do is about people – whether that's providing a good quality, safe home or providing care which helps someone to live an independent life.

We live and breathe this social purpose.

2. Introduction

This policy sets out how GreenSquareAccord (GSA) will manage situations where it becomes necessary for customers to be relocated from their home, due to temporary or permanent loss of their home. The aim of this policy is to:

- establish a basis of financial and practical support for customers affected by loss or temporary loss of their home.
- allow us to deliver our strategic asset and regeneration plans to include disposal.

We will work closely with customers throughout the moving process to ensure that customers are kept informed, that disruption is kept to a minimum and any statutory home loss payment and/or disturbance allowance payments are made promptly and a designated member of staff will be appointed to support the process.

3. Scope of Policy and Exclusions

The business streams this Policy covers include:

- Affordable rent
- General needs
- General needs 55+ age designated
- Supported housing
- Supported living

4. Definitions

Decant	Used to refer to a permanent or temporary move to another home. Also referred to as ‘relocation’, this terminology is encouraged when engaging with a customer.
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
Temporary Move	Refers to a situation where residents are moved out of their home, and we intend for them to return as soon as the work is completed. A temporary move may also be required until a more suitable property becomes available through the decant/disposals strategy
Disposal	In relation to this policy, disposal means the property will be advertised for sale on the open market, through auction or sold to an occupier with either a Right to Buy or Right to Acquire.
Home Loss payment	A statutory payment made to a tenant (for owner-occupiers, see Development procedures) 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 home out of their home to enable demolition, disposal or redevelopment of the property.

Disturbance payment	This could be either: A payment made to a tenant or leaseholder who is required to move to another property temporarily; OR A payment made to a tenant who has lived in a property for less than 12 months and / or who doesn't qualify for statutory Home Loss; and is required to move home permanently; OR A payment made to a leaseholder, owner or shared owner from who land and property has been acquired, either voluntarily or following a compulsory purchase or other court order. (see Development Procedure) The payment is to cover reasonable costs related to the move.
Compensation	A discretionary payment made to a customer as compensation for a service failure or other loss, sometimes referred to as a gesture of goodwill.
Decant License	A temporary accommodation agreement for which no rent is due; the original tenancy and rent liability continue (Whether or not the property is already demolished).
Defect Liability Period	The timeframe after a construction project is completed during which the contractor is responsible for addressing any defects that arise due to poor workmanship or defective materials.

5. Roles and Responsibilities

5.1. The **Director of Home and Communities** is responsible for:

- the regular review, implementation and monitoring of this policy and for reporting to boards and committees as required
- negotiating strategic partnerships with local authorities and other partners
- oversight on internal and external audit reports and for providing board assurance in relation to regulatory compliance

5.2. The **Head of Localities** is responsible for:

- participating in external benchmarking
- providing local reporting
- ensuring that team responsibilities are reflected in meetings and performance reviews, and appropriately covered within departmental business plans, standard operating procedures, contingency plans and strategies

5.3. The **Departmental Managers** are responsible for:

- review and approval of home loss payments
- approving the use of a property for a relocation
- preparing information for reporting and monitoring purposes
- monitoring that standards are complied with
- take action where data standards fall below those expected

5.4. Colleagues are responsible for:

- delivering a customer-led service and for suggesting ways to improve and enhance the customer experience and share best practices
- preventing and / or responding effectively to complaints and concerns
- Recording information in a timely and accurate way having regard to UK GDPR, Data Protection rules and the Data Quality policy
- Colleagues must ensure that they comply with the requirements of this and other policies and procedures relating to their role

6. Policy

6.1. Short Term Relocation

- We will offer a short term relocation (sometimes referred to as emergency relocation) to customers who cannot safely remain in their property due to property condition or health & safety concerns.

- Where a suitable permanent relocation cannot be offered and a temporary alternative is required.

- An assessment of housing and support needs will be undertaken so that we can capture our customer needs and any medical evidence to identify a suitable relocation property.

- When asking customers to move from their home on a temporary basis, we will seek to provide alternative accommodation from within our own stock. This will be a property which is at least meeting our Empty Homes (Void) Lettable Standard.

- Where we are unable to find a suitable property within our stock, we will work with the local authority to identify a move within another social housing provider's vacant stock.

- In exceptional circumstances we will consider leasing a private rented property or hotel accommodation in emergency situations. These are when no property is available from existing vacancies that: ○ is large enough for the current household. ○ is, or can reasonably be adapted for the needs of the current household. Needs must be confirmed and evidenced by a qualified medical practitioner.

- If a customer is being asked to move as part of a regeneration we will commit where possible to ensuring a 'right to return' for the customer to the location of their permanent home.
- Where a relocation is required, we will support individuals and families in the run up to and during this process by:
  - appointing a named officer as a point of contact for customers before and during the relocation;
  - visiting customers to explain the process and what will happen next;
  - contacting customers regularly (via the customers preferred method) to provide project and individual updates and to answer any questions they may have;
  - when a move requires all a customer's possessions to be moved with them, we will arrange this with a removal company;
  - arranging viewing of relocation homes prior to the license being signed; ○ facilitate and assist with disconnections and reconnections of services and fittings where needed;
  - arranging a welcome visit between 4 to 6 weeks after any move; ○ keeping the customer updated with written communication.

- In making an offer of relocation accommodation, this will be in an area as close as possible to that of the current home. Any new property will not be constrained by geographic location though and we will seek to meet the customers' needs regardless of location.

- We will only make two offers of suitable alternative accommodation, after which we would need to consider formal options to facilitate a move.

- A license is issued to the customer/s, who will continue to pay the rent and service charges for their permanent home, not the relocation property. The customer will also be required to continue to pay Council Tax of their permanent home to the relevant Local Authority.

- All utility and other costs related to the relocation home will be the responsibility of the occupants unless it can be demonstrated that utility costs have been significantly more due to energy efficiency compared to their substantial home. In this circumstance a calculation of proportionate reimbursement will be made.

- We expect customers to insure their possessions, including any that may have been left in their permanent home or garden (subject to GSA permission) during a temporary relocation.

Leaseholders and Shared Owners

- For leaseholders/shared owners, it will be for their insurers to consider the need for alternative accommodation and offer advice and guidance under the relevant buildings insurance cover in the first instance.. We will revert back to the terms of the Lease to clarify our obligations. There may be situations where it is appropriate for GSA to relocation leaseholders or shared owners because of urgency, customer vulnerability or access requirements etc. This should be reviewed on a case by case basis. GSA can choose to pay relocation expenses to home owners or arrange alternative accommodation, pending an insurance claim, but this is at GSA's discretion.

- Where properties are within a Defect Liability Period, the relevant developer will be contacted at the first available opportunity together with any warranty provider (where appropriate) to remedy the defect.

Disturbance payments

- Disturbance payments cover 'reasonable expenses' incurred by the customer during moving and will be made to:
  - Customers temporarily being relocated, and will be required to return to their original property.
- Customers who have lived in a property less than 12 months but is required to move home permanently, unlike Home Loss payments, there is no minimum length of occupation required to receive a disturbance payment.
  - Licensees, licensees do not qualify for statutory home loss payments, but we will offer a payment to cover reasonable expenses related to moving home.

- Reasonable expenses should be closely connected to the move. Customers must request disturbance payments within 3 months of moving back to their original property or to their permanent home.

- Any monies owed to GSA, including but not limited to; rent arrears; rent due in advance; court costs, bulk waste removal or other recharges, will be deducted from disturbance payments prior to the payment being made to the customer. Any deductions will be at GSAs discretion.

6.2. Permanent Rehousing/Relocation

- Permanent relocations refer to situations where a customer is moved out the property and there is no intention for them to return. A permanent relocation may be required due to one of the following reasons:
  - Demolition
  - Redevelopment
  - Sale of the property

- We usually consider a property for disposal, after a tenancy has ended. In some circumstances, it may be necessary to consider disposal of a property when a tenant is still in occupation. This includes but is not limited to: ○ Excessively high cost repairs or critical installation costs, or ○ It is no longer possible to provide essential services to the property

- A Listed Building, non-traditional constructed (PRC) buildings and those that would be financially prohibitive or problematic to upgrade sufficiently to achieve decarbonisation targets and create a property that can be heated at a reasonable cost.

- A Housing Needs Assessment will be carried out to identify any vulnerabilities or disabilities that we need to consider in order to offer our customers the most suitable alternative property.

- We aim to ensure that permanent relocations are, wherever possible, achieved with the agreement of affected customers.

- All customers being permanently relocated will have a dedicated customer liaison officer to support them through the process.

- The following rehousing options are available to tenants permanently relocating: ○ two suitable offers within GSA stock;
  - bidding for another home on a Choice Based Letting Scheme in the local area; banding will be applied by the Local Authority;
  - pursuing an alternative housing option

- GSA will only make two offers of suitable alternative accommodation to the customer, an offer will be deemed suitable if it reasonably meets the needs of the customer and their family in terms of security of tenure, proximity to any workplace and/or school(s), rent and size. In exceptional circumstances, GSA may need to consider formal legal action to seek repossession if the above rehousing options are exhausted.

- When a household moves permanently to a new home, they will sign a new tenancy agreement at the new home. Their security of tenure is protected, and it will be the same type of tenancy as their existing tenancy agreement. They will retain all the rights and responsibilities of their previous tenancy type, for example, Preserved Right to Buy or succession rights. We will not ask households with the right to buy to move to any property where they would lose that right without prior discussion. The new rent charged will be in line with the type of new tenancy, for example, target rent, fair rent or affordable rent.

- On a case by case basis, if possession action has commenced unrelated to disposal, we will allow this to continue rather than permanently relocation the customer.

- If the tenancy is not Assured/Secure or customers hold a licence to occupy, we will: ○ give notice to end the occupation agreement. ○ assist customers to find alternative accommodation before seeking possession of the property.

Leasehold and Shared Ownership Properties

- GSA will negotiate with a leaseholder or shared owner to secure vacant possession of any property where a leasehold interest is held. This may involve buying back the lease, or discussions about rehousing options within GSA existing stock. This option will usually only be necessary during a redevelopment scheme.

- If we are unable to buy-back through negotiation, GSA will be required to seek possession through a Compulsory Purchase Order (CPO) as a last resort. Owners who dispute the valuation and amount of home loss payment can be referred to the Upper Tribunal (Lands Chamber) but any dispute as to entitlement will be resolved by the courts, for example through judicial review. There is no statutory mode of appeal.

- GSA will seek to buy back the leaseholder or shared owner's interest in the property. The offer to the leaseholder/shared owner will be based on an assessment by a RICS (Royal Institution of Chartered Surveyors) Valuer, commissioned by GSA. The leaseholder or shared owner is within their rights to seek a second valuation from the District Valuer Services (DVS) at their own cost, the DVS valuation will be final.

Home Loss Payment

- We will make home loss payments in line with relevant legislation. Disturbance and Home Loss compensation will be in accordance with the Land Compensation Act

1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2019) and the Planning and Compensation Act 1991..

- Payment amounts are reviewed annually, and we will mirror payments as per this legislation. (£8100.00 from 1 Oct 2023).

- In exceptional circumstances, the Head of Localities may agree a higher disturbance payment a defined by the limits set out in the Financial Regulations and the delegations schedule within the Governance Framework to obtain best value for money, not exceeding the estimated cost of remedial works and authorised by the Director of Homes & Communities.

- To qualify for a Home Loss Payment, the customer must satisfy each of the following criteria:
    - be permanently relocated from their home. The payment is not therefore available if the customer is able to return to their property at the end of the works or they elect to move before the relocation process starts;
    - have occupied their home as their main or only residence for at least a year (ending with the date of displacement);
    - have a formal legal interest in the property – i.e lodgers and licensees will not qualify

- Applications should be made as soon as possible after displacement and after we have vacant possession of the related property.

- Applications will not be considered more than 2 years after displacement.

- Payments will be made within three months of the displacement.

- If a customer's assured tenancy ends before they have been asked to leave by us as part of our redevelopment programme, they will not be eligible for home loss or a disturbance payment.

- Any monies owed to GreenSquareAccord, including but not limited to; rent arrears; rent due in advance; court costs, bulk waste removal or other recharges, can be deducted from home loss, prior to the payment being made to the customer. Any deductions will be at GSAs discretion.

- Where there are joint tenants only one Home Loss Payment is payable

- We reserve the right to use our discretion to make payments to customers who do not fit the criteria for home loss. Approvals for these payments, defined by the limits set out in the Financial Regulations and the delegations schedule within the Governance Framework will be made by Head of Localities.

- Any exceptional payments made above or outside the amount defined within the Land Compensation Act 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2019) and the Planning and Compensation Act 1991 will be reported through the Localities Report on a quarterly basis.

- Where a customer qualifies for a Home Loss payment, they will not usually qualify for another allowance and/or compensation. However, we will usually also arrange and pay for removals, cost of flooring and decoration of new home if moved under planned relocation works

7. Monitoring and Reporting

The management of cases where tenants are facing home loss/disturbance needs to be closely monitored.

Data Recording

The fundamental principle of data quality and recording is that data should be right first time, which means that the responsibility is held at the point at which it is collected and recorded, whether the person recording the information is clinical, technical or clerical.

All staff are responsible and accountable for the quality of data they collate and record.

KPIs

In addition to standard KPI’s, we will:

- Monitor performance indicators and targets at association, locality, and officer level, including qualitative measurements
- Have timely provision of management information, making effective use of IT
- Use customer/business intelligence to target advice, support and services to those most at risk

Reporting frequency

1) Internally
    - Monthly performance reports at individual and team level
    - Quarterly reporting at Homes and Communities Senior Management Meeting.
    - Quarterly reporting to Performance Committee as part of the Localities Report.
    - Reports for the Customer Panel (frequency to be determined)

2) Externally
    - Benchmarking with other registered providers and within our localities
    - Data submission to HouseMark or equivalent
    - Annual statistical return

8. Assurance

- First Line Assurance – Regular reviews will be undertaken to assess the use and implementation of this policy and that it is meeting business plan and organisational objectives.

9. Equality Impact Assessment

This policy will be followed in conjunction with our Equality, Diversity & Inclusion Policy.

This policy will be applied to our customers, so they have equal access to our services and information and that we respect their different 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 (e.g. Braille, large print, and audio) upon request.

Equality, Diversity and Inclusion training is mandatory for all staff.

10. Training and Competency

- All staff will receive adequate training in the use of policies, documentation, systems, and records required as part of their role. Induction, supervision, and appraisal processes will be used to monitor staff's understanding and compliance with expectations.

- Where data anomalies indicate, changes are needed to training programmes, changes will be made to reduce the risk of recurrence and ensure expected standards are clear.

11. Communication and Implementation

- Line managers will ensure that this policy and any team responsibilities are communicated as appropriate and reflected in meetings and performance reviews, and appropriately covered within departmental business plans, standard operating procedures, contingency plans, and strategies. Staff may be asked to confirm they have received and understood the details of this policy

- Where policy reviews, audits or performance indicate the need for whole-scale change, then a fit-for-purpose implementation project plan will be produced and delivered.

12. Legal and Regulatory Framework

- **Land Compensation Act 1973** – the legislation which covers compensation that could be owed to the owner of property where loss of value occurs due to new or improved road, railway or public works.

- **Home Loss Payments (Prescribed Amounts)(England) Regulations** 2023– The regulations, updated annually, specify the value of the Home Loss Payment.

- **The Housing Act 1985** – details the eligible grounds for possession required to enable a landlord to recover possession of a property in order to carry out essential works which can not be completed without possession.

- **The Housing Act 2004** – makes provision about housing condition and the right to home loss payments.

- **Family Law Act 1996 Section 30** - A spouse or civil partner of a tenant has 'home rights' to a property shared or intended to be shared as a matrimonial or civil partnership home.

- **Planning and Compensation Act 1991** – outlines legal obligations for home loss payments.

13. Information Sharing and Confidentiality

We will provide information as required in line with relevant law and regulation.

We collect information (personal data) to enable us to:

- manage and support our relationship with customers to comply with legal obligations
- improve our services
- achieve our legitimate business aims

We are committed to complying with data protection legislation when handling data.

Customers have rights including access to their data and to object to the way it is processed. For more information on how and why we process customer data and how customers can exercise their rights please view our full Privacy Policy on our website at Privacy notice – GreenSquareAccord.

14. Appeals

Customers can appeal against a decision made under this policy. Appeals must be made within 28 days of the date they are advised of the decision. Any additional evidence the customer wishes to be considered must be received with the appeal request. We will not consider appeal requests or evidence received after 28 days unless there are mitigating circumstances which will be assessed on a case by case basis. The appeal will be reviewed by a colleague more senior than the one who made the original decision, and an outcome will be provided within 14 days. If a customer feels there has been a service failure in respect of the appeal process they will be able to make a complaint in line with the Complaints Policy.