



Decant Policy

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1. Introduction

1.1. The purpose of the policy is to set out the assistance available to move residents from their existing home into temporary or permanent alternative accommodation either in an emergency; to facilitate major repairs or modernisation; or in the case of regeneration or redevelopment works where the property is to be demolished or significantly reconfigured. This process is referred to as decanting.

1.2. The policy outlines arrangements for the rehousing and financial compensation of residents in line with the Council’s Allocation Policy and national legal compliance, to deliver vacant possession of affected properties and ensure effective use of our housing portfolio.

- 1.3. The Council recognises the significant impact any such move may have on residents' lives, especially where the move is not through choice.
- 1.4. This policy aims to provide residents with a clear understanding of the general approach to be adopted; provide an efficient and fair process for managing decants; set out the level of compensation (if any) that might be offered; explain the types of practical guidance and support the Council can provide to those affected; and to provide a clear approach to managing decant proceedings.
- 1.5 The Policy gives residents an understanding of the steps the Council will take to deliver vacant possession of properties when required; and how the Council will ensure alternative suitable homes when the Council has an obligation to do so.

2. Aims and Objectives

- Explain the circumstances in which a tenant will be required to move,
- Ensure disturbance and home loss payments are made consistently and Fairly,
- Explain what levels of compensation and practical help might be offered,
- Set out criteria for allocating vacancies to households who are required to move,
- Minimise disruption to households affected,
- Protect our most vulnerable residents,
- Clarify decision making processes.

3. To Whom the Policy Applies

- 3.1 This Policy applies to Council tenants and leaseholders who are required by the Council to move home so that major works or redevelopment can take place to their current home.
- 3.2 This policy does not apply to homeless applicants who have been accommodated temporarily under a duty arising from Part VII, Housing Act 1996 (as amended), or to any other form of Council licensee. Nor does it apply to people occupying properties as trespassers or otherwise unlawfully occupying a Council home.
- 3.3 This policy also applies to leaseholders whose homes are being purchased voluntarily, or by compulsory purchase by the Council to progress a regeneration or development project.
- 3.4 Tenants will be eligible for rehousing if the property being demolished is occupied as their only or principal home at the time of the Council's decision to take forward the regeneration project/scheme, and they are still residing at the property as their principal home at the time of rehousing. Any concerns about whether a tenant is living at a property as their only principal home will be verified by relevant investigations undertaken by the Council.

- 3.5 Council tenants are not eligible for assistance under this policy and will not be rehoused if the Council obtains an outright possession order against them, which has been issued by a court, for a breach of their tenancy (for example, anti-social behaviour), or if the tenant is found guilty of tenancy related fraud, unless the Council has determined there are exceptional circumstances. This does not apply to orders granted by the court which are suspended on certain terms (for example rent arrears with a payment plan or anti-social behaviour orders with conditions of behaviour or adjourned possession proceedings).

4. Temporary and Emergency Decants

- 4.1. Council tenants who are required to move due to repairs or refurbishment will be offered a temporary move in most cases and will usually be required to move back once the work is completed. They will sign a decant licence agreeing to return.
- 4.2. A permanent decant may be considered in exceptional circumstances in accordance with the Allocations Policy.
- 4.3. Where a Council tenant must vacate their property in the event of an emergency Council officers will help the tenant liaise with their family and friends or assist with making the necessary temporary or permanent rehousing arrangements.
- 4.4. For short periods, in an emergency, the Council may provide bed and breakfast/ hotel accommodation.
- 4.5. When reasonably possible tenants will be offered the size and type of property which they would be eligible for under the Allocations Policy. Consideration will be given to offering a property which is larger or smaller than required. Consideration will also be given to offering bungalows which are usually restricted to older or disabled applicants.
- 4.6. If tenants are offered a property on a temporary basis, they will be offered a decant licence and their original tenancy will continue. They will continue to pay rent on their original property, and no rent will be payable on the temporary accommodation.
- 4.7. We will only make one offer of temporary accommodation, and in making this we will consider the following:
- Number / age of household members registered to live in the household,
 - Proximity of accommodation to the permanent home,
 - Length of the proposed move,
 - Medical needs of the household,
 - Aids and adaptations in line with existing fixtures at permanent home,
 - Cooking facilities / food provision,
 - Place of work / school,
 - Pets that are required as an aid to customers with a visual, aural, or sensory impairment, or any other disability.
- 4.10. If the offer for alternative accommodation is refused another booking will not be made and the tenant will be expected to arrange their own accommodation.

- 4.11. If access is not granted we may consider taking legal action to gain access to complete works, if the works in question are an immediate risk to public safety.
- 4.12. We may not always be able to meet all tenant needs due to availability of accommodation and as such, we expect tenants to be reasonable in their expectations.
- 4.13. We do not generally include pets as members of a household, and we cannot guarantee that any temporary accommodation offered will allow them. We will try and source accommodation for pets but, if this is not possible, we may look to cover the reasonable cost of rehoming the pets for the duration of the move.
- 4.14. Tenants moving into any property which is not hotel accommodation, will be required to sign a decant licence before doing so.
- 4.15. Summary of Assistance:

Temporary accommodation costs	The Council is responsible for paying these
Rent	The Tenant is responsible for paying the rent and any other charges on their own home when in temporary accommodation.
Council Tax	The Tenant is responsible for paying the Council Tax on the temporary accommodation but they are not obliged to pay council tax on their substantive tenancy.
Utilities	The Tenant is responsible for paying utility bills in the temporary accommodation, but they are not obliged to pay utility bills in their substantive tenancy. Meter readings will be taken when the reactive or planned move starts and ends, and we will reimburse usage.
Broadband/WiFi	The Tenant is responsible for moving their Wi-Fi to the temporary accommodation. Should any additional costs be incurred for moving the WIFI then the costs will be reimbursed to the tenant.

Contents Insurance	The tenant is responsible for paying this for their own home and any temporary accommodation if necessary.
Meals & Laundry	Where possible, temporary accommodation offered will have cooking facilities and, in such cases, we will not pay for food, meals or laundry. If the temporary accommodation does not have cooking and laundry facilities, compensation will be granted in accordance with The Housing Compensation Policy.
Other	At our discretion, we may, where necessary, pay the cost of: • Carpeting a decant property • Removals and/or storage of furniture • Disconnection and reconnection of utility supplies and the redirection of post Reimbursement will only be made where receipts are provided. Alternatively, we may arrange to pay the supplier directly.
Ad Hoc expenses	We will not pay for any other expenses that have not previously been agreed by us. Tenants wishing to claim for any other expenses must first discuss them with us and obtain our written agreement. Reimbursement of any such expenses will only be made where receipts are provided.

4.16 If during a move a tenant believes items have been damaged by us, they must advise us (including providing photographs) within 72 hours of the move ending.

- 4.17 Temporary accommodation is only for the use of the tenant and household members that we are aware of and have agreed to move.
- 4.18 The provision of temporary accommodation will be cancelled, and tenants and household members required to leave, if any of them acts in a way that breaches the rules of the establishment, or the behaviour could be considered a breach of tenancy if they were in their own home. Further temporary accommodation will not be offered, and we reserve the right to recover any costs that we have incurred because of the breaches.
- 4.19 Tenants will be liable for any damage caused deliberately or negligently by a member of their household or a visitor to any temporary accommodation and any associated costs will be recovered from the tenant through our recharge process.

5. Longer term or Permanent Decants

- 5.1. This section applies to Council tenants where the Council intends to redevelop or refurbish properties themselves or undertake major repairs.
- 5.2. There is no statutory right to return to a site that has been redeveloped, but the Council will offer this option to affected tenants whenever it is reasonable to do so. Tenants will be given priority for allocations in line with our Allocations Policy. The Council cannot guarantee that all tenants expressing a preference to return will be able to do so.
- 5.3. Where a tenant is allowed the option of returning to a redeveloped site, they do not have the right to move back to the exact home/plot from which they were decanted.
- 5.5. Where the Council intends to demolish then sell, or to simply sell the site for redevelopment, it cannot offer the right to move back. This will result in a permanent decant.
- 5.6. The order in which tenants will be decanted and the properties offered will depend upon:
- The schedule of demolition and building work,
 - The condition of the existing accommodation,
 - The needs of the tenant and their household,
 - The ability of the tenant to move elsewhere e.g. access to transport,
 - The length of tenancy,
 - The vacancies which become available.
- 5.7. The decision as to which tenants are offered which properties (for permanent decants) will be made in accordance with the Council's Allocations Policy. Households' circumstances will be assessed accordingly.
- 5.8. Once a decision to demolish or regenerate an area has been taken by Cabinet, consideration will be given to the processes used to gain possession of the properties concerned. The first option will be to come to a voluntary agreement with the tenants concerned. Otherwise, the Council will need to gain possession orders in the County Court (under relevant grounds within the Housing Acts).

- 5.9. Tenants who move to a different property on a permanent basis will be required to pay the rent of the new property (not their original rent) and adhere to the tenancy conditions of the new property.

6. Decanting leaseholders

- 6.1 The Council will consult its leaseholders about any major works/demolition prior to any discussions around possible decanting. If such a situation arises, the Council will consult Leaseholders at the earliest opportunity and strive to agree an equitable solution voluntarily.
- 6.2 If agreement is not possible, the Council may have a right to decant a leaseholder to enable major works to be carried out under the terms of their individual lease.
- 6.3 Where the decant will be temporary, the Council will consider offering the leaseholder temporary accommodation on the same terms as it would one of its tenants. However, dependant on the terms of the lease, the Council may charge the full or partial cost of the temporary decant to the leaseholder in accordance with the Recharge Policy.
- 6.4 In other cases, the Council may need to use compulsory purchase powers to acquire the lease. In these scenarios, the rights of the leaseholder to compensation and rehousing will be determined by the terms of their lease, relevant legislation, and the Housing Allocations Policy. Information about compensation is given in section 17 below. A duty to secure suitable alternative accommodation may arise under section 39 of the Land Compensation Act 1973 in certain cases where displacement is permanent and, where compulsory purchase is used, the leaseholder may fall into Band 2 (when displacement is 6-12 months away) or Band 1 (when displacement is less than 6 months away) of the Allocations Policy.
- 6.5 The options will have to be determined on a case-by-case basis. Ultimately if the Council's ability to discharge its repair and maintenance responsibilities (likely to include major works to the structure of the building) were hindered by a leaseholder, the Council would be compelled to take legal advice.
- 6.6 Where a property is owned by a leaseholder and is due to be demolished, the Leaseholder is entitled to 10% of the market value of their interest, subject to a maximum and minimum (in accordance with section 30 of Land Compensation Act 1973 and the Home Loss Payments (Prescribed Amounts) Regulations 2021).
- 6.7 If the Leaseholder does not accept the valuation agreed between their valuer and or the Council's valuer, they will be deemed to have rejected the Council's offer to buy by agreement. The Council will apply for a Compulsory Purchase Order to be made.

7. Decanting occupants who are not Council tenants or leaseholders

7.1 The Council has no automatic right or responsibility to decant occupants who are not the tenant or leaseholder of the Council. If such a situation arises, the Council will consult at the earliest opportunity and strive to agree an equitable solution voluntarily. If the occupants are tenants of a Council leaseholder, then the Council will negotiate directly with the leaseholder.

7.2 Where a repair to a Council property requires the temporary relocation of a neighbouring non-Council household, the Council will discuss and negotiate the terms of this with the neighbour.

8. Decanting tenants who have breached their tenancy

8.1 The Council will not refuse to decant a tenant due to rent arrears, other debt or Anti-Social Behaviour. However, any housing related debt owing can be deducted from home loss payments if these are applicable. If a tenant has rent arrears with a suspended possession order, they will be expected to pay rent in accordance with the terms of the Court Order. The Council will not decant tenants who have a Court Order for outright possession.

9. Applying for rehousing

9.1 Everyone due to be rehoused under this Policy must provide adequate information for officers to determine their priority in accordance with the Council's Allocation Policy, by completing a housing application form. All households to be rehoused under this policy must be assessed by and then be registered with the Council.

10. Redesignating Housing

10.1 This section only applies where a housing scheme, block or property is being redesignated (e.g., from age restricted to general needs) and where there is no requirement for tenants to move to another home. It only applies to Council tenants. All tenants concerned will be advised in writing of the redesignation and a record will be kept by the Council of all tenants this may apply to.

10.2 If any affected tenant, within 2 years from the date that the redesignation begins, wishes to move to another property with the same designation their home used to have they will be given priority in accordance with the Allocations Policy. Such an allocation will be dependent on a property with the same designation being available within the Councils housing portfolio.

11. When the Council will start to rehouse affected occupiers

11.1 The Council will produce a decant timetable on an individual scheme basis so that all affected households are aware of any deadlines. Whilst the Council will do all it can to rehouse households quickly, it will also be in the interests of households to consider properties that give them a realistic chance of rehousing within the timescales identified.

12. Amount of Payment

12.1 The amount of compensation available under a home loss payment is determined by Government regulations as set out in The Home Loss Payments (Prescribed Amounts) (England) Regulations 2020.

13. Communication and Consultation

13.1 Any major refurbishment project or regeneration scheme requires tenants, leaseholders, officers, and Councillors to work together.

13.2 The Council will ensure affected residents have the details of how to contact the Council in relation to proposals and works.

13.3 The Council has a duty to consult and actively engage with its tenants. Initial consultation with tenants will be at a time when proposals are at an early stage and the level of active engagement can vary. The Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with its tenants when they are substantially affected by a matter of housing management. This includes the decommissioning of Council housing stock. The Council must consider the views tenants provide before making any decisions on those proposals.

13.4 In general, consultation and communication with leaseholders will take place alongside that carried out with the Council's tenants.

13.5 Information concerning a refurbishment or regeneration scheme will be available to all households at an early stage and further detailed information will be shared as soon as available. This information will include details of the works or scheme, timescales and, if appropriate, phases.

13.6 Formal consultation will be carried out in accordance with current legislation, and tenants will be given a minimum of 28 days in which to respond. These time periods are in addition to any formal periods of notice which must be given. During this consultation period, all households will be visited or contacted by an officer of the Council and will receive advice and information on:

- What the regeneration/refurbishment of the area is about and why it is being undertaken,
- When it will be done,
- The decanting policy and process,
- What re-housing options there are and how to apply or progress your preferred rehousing option,
- What the Council will do to help households prepare for decanting,
- Names and contact details of officers.

13.7 The outcome of the consultations will be reported back to tenants and residents in an appropriate format (without identifying comments made by individual respondents).

13.8 The Council will carry out an Equality Impact Assessment (EIA) in relation to each regeneration scheme and the use of this Policy. Action will be taken to mitigate the impact of any negative outcomes identified.

13.9 In the event of an emergency decant, a period of consultation is unlikely to be appropriate and therefore will be limited to discussions with tenants in respect of emergency alternative accommodation and securing possessions and any pets.

14. Compensation

14.1 This section summarises the effect of legislation. It is necessary to refer to the legislation for a definitive statement of the law on a case-by-case basis:

14.2 Home Loss Payment- This is a statutory fixed payment, under Sections 29-33 of the Land Compensation Act 1973, paid in recognition of personal upset and distress caused by displacement. Council tenants may be eligible where they are decanted; leaseholders may be eligible where the Council is using compulsory purchase powers or making prohibition/demolition orders; and leaseholder may be eligible where they lose their home because the Council acquired it from their landlord by agreement. It will only be paid for permanent moves, where the following criteria are met:

- The resident has occupied the property as their sole or main residence for a period of one year prior to the date of displacement; this may include a previous period when the resident was a resident in the property under another person's tenancy.
- The move is permanent and because of redevelopment, regeneration, or compulsory purchase
- Lodgers and non-secure licensees do not qualify for home loss payments.
- Sub-tenants do qualify for a home loss payment but if they share any accommodation with the tenant e.g., kitchen or bathroom or living room, they are only entitled to a share of the 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.
- Joint tenants are only entitled to one home loss payment.
- If a permanent move is a voluntary decision because of repair work, the resident is not entitled to a home loss payment.
- If a resident is evicted prior to being permanently moved, they will not receive a home loss payment.
- If the resident is a statutory successor, the home loss payment entitlement period begins from the start date of the original tenancy rather than the succession date.
- Where a resident is not entitled to home loss for permanent displacement, they may still be entitled to a disturbance allowance (see below).

14.3 Qualifying residents are entitled to a lump sum payment per household as a home loss payment. The amount is prescribed by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2020. Leaseholders with at least three years to run are entitled to 10% of the value of their lease up to a maximum specified in the Regulations and any other resident is entitled to a fixed sum specified by the Regulations.

- 14.4 Claims will be processed as soon as the resident takes up occupation of their new home. Given the thresholds are subject to change annually by the Secretary of State, the levels of payment will be reviewed each time this policy is used.
- 14.5 In exceptional circumstances the Council may be able to make a partial advance payment.
- 14.6 Any rent arrears will be deducted from the home loss payment.
- 14.7 A tenant will not qualify for any home loss compensation payment if:
- They are living in the affected property on a temporary tenancy (under Part VII of the Housing Act 1996) because they are homeless.
 - They are there on a decant move from another address and have been living at the property concerned as their only or main residence for less than a year
 - They moved in after the decision to carry out the decommissioning work was formally made by the Council and they were advised in writing of this decision
 - They have an Introductory Tenancy.
- 14.8 Council tenants who are not entitled to a home loss payment only because they have not lived in the affected property long enough to qualify in law may receive an ex-gratia lump sum payment. The amount to be compensated will be at the Council's discretion. This only applies if the tenant is not listed in the group of tenants who do not qualify for a home loss compensation payment and listed in this Policy.
- 14.9 If a tenant is due to move out temporarily, and then return to the original site, the home loss payment will only be paid once, in accordance with legislation. Where the Council is redesignating its housing stock and the tenant chooses to leave the property but does not have to, home loss compensation will not be paid.

15 Housing and Council Tax benefit claimants

- 15.1 National Housing Benefit and Universal Credit regulations state that home loss compensation is counted as capital for Housing and Council Tax benefit purposes. It is the legal responsibility for claimants to advise the relevant authorities as soon as they receive this increase to their capital. A list of recipients of home loss compensation paid due to the decommissioning of Council housing stock will be disclosed to the relevant authorities.

16 Disturbance Payment

- 16.1 This is intended to compensate residents, under the Land Compensation Act 1973, for their actual expenses with moving, up to a maximum payment level. It is applicable to permanent decants and is payable to the same range of residents as are entitled to home loss payments. The resident need not have lived in the property for 12 months but must be the occupier at the time of the decision to move. The basis of the disturbance payment is to ensure the resident is not financially out of pocket due to the move.

16.2 The payment will be made after production of receipts and paid to the resident. Where appropriate, consideration will be given for payments to be made directly to a company (e.g., for removal expenses). In such cases, two estimates will be required, and the company will be paid following receipt of an invoice. Disturbance payments will not exceed the value of home loss payments as specified in statutory law at the time of the move. The list of items that is considered reasonable in relation to Council tenants under the Land Compensation Act 1973 is set out below:

- Removal costs from the current home to the new home. For vulnerable residents this may include additional support, such as furniture packing and unpacking.
- Redirection of mail for each authorised surname living at the address
- Telephone and internet disconnection and reconnection.
- Disconnection of television aerials and satellite dishes connected to either an existing television or that allows the proper operation of television equipment. Reconnection only applies with the express approval of the landlord at the new address.
- Washing machine, cooker, dishwasher and plumbed fridge disconnection and reconnections to be carried out by a suitably qualified tradesman.
- Curtain and carpet options: It is generally expected that relocating residents will refit existing carpets where possible and the costs of this will be covered by the Disturbance Payment. However, where this is not possible, the costs of new carpets to an equivalent standard will be covered through the Disturbance Payment. The existing carpet will be assessed, and a quote obtained on this. Any additional rooms in the new home will be carpeted but the cost will be deducted through the Home Loss Payment if applicable.
- Special locks and alarm refitting if these are currently fitted at the old property. They must be dismantled and refitted by a qualified locksmith or recognised Alarm Company and all locks and alarms must meet the relevant British Standard for security. Front door and window grilles would not be covered.
- Home improvements that have been notified and approved by the Council, less the cost of depreciation.
- Dismantling and re-fitting of fitted resident-owned furniture (such as kitchen units and wardrobes).
- Any extra cost of new school uniform if moved to a different area, which necessitates a change of school (supported by letters from the respective schools)
- Where the costs of adaptations in the home were previously met by the tenant, the Council will reimburse the tenant subject to relevant receipts being available
- Reimbursements for wage or salary loss on the day of removal, provided. Loss of earnings is certified by the employer, for up to 2 members of the household
- Other reasonable costs incurred by the tenant if approved in writing by the Council prior to the costs being incurred, for example, travel to viewings and replacement of sheds and outside furniture that cannot be dismantled.

- 16.3 Council tenants facing permanent rehousing will be entitled to compensation comprising both a Home Loss Payment and a Disturbance Payment.
- 16.4 Council tenants facing temporary rehousing are entitled to compensation by way of a Disturbance Payment only and will not be entitled to a Home Loss Payment. Payments relating to storage and home-to-school transport will be considered on a case-by-case basis.
- 16.5 All compensation payments will require a written claim form from residents (and in the case of Disturbance Payments, production of original and company signed receipts) and will be paid upon them moving into suitable alternative accommodation.
- 16.6 All payments (including those made at the discretion of the Council beyond those required by law) may be offset, wholly or partly, against debts owed. Exceptions to this will be considered on an individual case basis. Where the above criteria are not met, the Council may consider discretionary payments on an individual basis.

17. Practical Help for Council Tenants to move home

17.1 This help is in addition to any financial help and is available to Council tenants where Council Housing is being decommissioned. Each scheme will have a dedicated officer who will support and advise Council tenants through this process as appropriate with:

- Assistance to view the property offered to them- Every applicant will be given the opportunity of an accompanied viewing of any property that they are offered.
- Housing Benefit and Universal Credit Claims- If a tenant is in receipt of Housing Benefit or Universal Credit, the Council will consider whether support is required to make a claim for discretionary housing payment. Such payments can provide financial support on the rental costs for two homes at once if there is a period of overlap in the moving process. An officer will assist the tenant in applying for this.
- Packing and Removals- The reasonable expenses of this will be met by a disturbance payment. Before the move is due, tenants will be provided with information on: The process of choosing a removal company and booking a move, what the tenant's responsibilities are to be ready for the removal; for example, to empty, defrost and clean their fridge and freezer before the removal company is due to arrive. For those who need (and agree to) this help, an officer will assist them.
- Care packages- An officer will work with relevant services with the aim of ensuring that all elements of any care package remain intact during and after the move.
- Advising organisations of new address- It is the tenant's responsibility to advise all relevant persons and organisations of their new address.

- Settling in- An officer will visit on the day of the move to check all is running smoothly. They will also undertake an initial settling in visit within 6 weeks of the move. Where households have been identified as requiring additional support, the number and frequency of settling in visits will be increased.

18. Disabled Council Tenants and adaptations

- 18.1 If the new property does not require any adaptations, the tenant will be expected to move into the property as normal.
- 18.2 If adaptations are required before the tenant can move in, the tenant is expected to move as soon as those are completed.
- 18.3 The decision on the adaptations required is the responsibility of the Council having regard to reports and advice from a qualified occupational therapist.

19. The 'Right to Buy' of affected Council stock

The Council has the right to halt the right to buy in certain circumstances:

- Initial demolition notice: in accordance with legislation, the right to buy of affected Council Housing stock will be suspended from the date an initial demolition notice is served on the Council tenants concerned. It will stay suspended for as long as this notice remains in force. The suspension of any right to buy claim means, in law, that the Council cannot be required to complete the transaction.
- Final demolition notice: This extinguishes the right to buy of these properties completely. Any prospective right to buy applications which are under way will not proceed. No new right to buy applications on these properties will be accepted.
- Right to buy expenses: The tenant may have a right to compensation for certain expenses already incurred in the right to buy process. The Council will pay these expenses where required by legislation.
- Preserved Right to Buy (PRTB): Right to Buy is attached to the person rather than to the property. If a secure tenant is being permanently decanted, they will sign a new secure tenancy agreement and continue to have the right to buy. The calculations for any right to buy application will begin from the start date of their original secure tenancy and will continue into their new tenancy.

20. Complaints- When Things go Wrong

We have an accessible complaints policy that defines a complaint, how to complain, key timescales, routes for redress, how to access help and support and who has responsibility for the complaints process.

Housing Services understand that sometimes things go wrong, and the service is keen to use legitimate cases of both internal and external tenant and services users'

dissatisfaction to learn about what has gone wrong and use the information to improve the services it provides.

Tenants and service users are actively encouraged to send us their feedback on the services they receive and participate constructively in reviews and improvements relating to the way services are designed, delivered and managed.

Formal Complaints will be accepted and addressed in line with guidance as set out in the Housing Services Complaints and Enquiries Standard, which in turn meets the standards for The Housing Ombudsman's Complaints Handling Code

RBC recognises complaints as valuable feedback. It will provide a clear and fair complaints process, respond within published timescales, use outcomes to improve services, and report on complaint trends to our tenants. Complaints will not affect a tenant's right to access services or engagement opportunities.

21. Information Sharing

Capturing and storing of tenant data will always be carried out in strict compliance to GDPR legislation.

Customer information will not normally be passed onto any third parties without the customer's prior written consent, or in exceptional circumstances where disclosure without consent is warranted. These circumstances are defined as follows:

Where there is over-riding legal, social, or public interest considerations, e.g., there is a risk of serious harm to the person themselves or others if the information is not disclosed.

Where information is required by the police as part of a criminal investigation and is subject to data disclosure procedures.

Where information is required by an authority for the assessment or collection of any tax or duty of a similar nature.

Where, because the Council is under a duty to protect the public funds it handles, it may need to use the information provided by customers, to prevent and detect fraud. The information may also be shared for the same purposes with other organisations that handle public funds.

The information may also be used for statistical purposes, which means we may pass this information, in confidence, to the relevant government department.

22. Equal Opportunities

The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no tenant is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule,

condition, or requirement, which has a discriminatory effect which cannot be justified by law.

23. Legislation and Guidance

Legislation

- The Homelessness Act 2002
- The Housing Act 1985
- The Housing Act 1996
- The Allocation of Housing (England) Regulations 2002
- The Housing Act 2004
- The Housing and Regeneration Act 2008
- The Equality Act 2010
- The Land Compensation Act 1973
- The Home Loss Payments (Prescribed Amounts) (England) Regulations 2020
- The Planning and Compensation Act 1991
- The Planning and Compulsory Purchase Act 2004
- The Town and Country Planning Act 1990

24. Related Policy and Procedure

- Allocations Policy
- Tenancy Management Policy
- Tenancy Agreement
- Recharge Policy

25. Review

This Policy will be reviewed every two. Next review date is due September 2028.