Trident Group

a beacon of hope

Decant Policy & Procedure

Department: Housing and Communities

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1. Introduction

1.1. Decant Policy

Decanting is the process where it is necessary for residents to move from their home on a temporary or permanent basis as outlined below This **does not** include residents moving due to transfers, mutual exchanges or choosing to end their tenancy.

- An **Emergency Decant** is where residents must be moved out of their home due to the home becoming temporarily uninhabitable or when an unexpected event has occurred with no notice, e.g. fire, flood, lack of services.

- A **Temporary Decant** is when a tenant is moved temporarily from their home in order to permit a repair, an improvement or an adaptation to be completed and where we expect the resident to return to their home (original property).

- A **Permanent Decant** is when a tenant is moved out of their property and there is no intention to return them to their original property due to demolition or disposal where there is no option to return, or if a permanent move meets the tenant's needs better Trident Group their original home

This decant policy has been developed to ensure that the process of relocating residents temporarily is managed effectively, transparently, and fairly, we will consider prioritisation of families, elderly and vulnerable residents.

Any decision to decant a resident whether temporarily or permanently will be made at the discretion of Trident Group (TG). If TG believe the property is habitable for the duration of any required repairs but the resident does not wish to stay, finding and covering the cost of alternative accommodation will be the responsibility of the resident.

It outlines the circumstances under which residents may be required to move, the types of temporary accommodation available, and the procedures and support provided by Trident Group.

The primary goal is to safeguard residents' well-being and ensure properties remain fit for human habitation while essential repair works are completed. This policy aims to minimize disruption to residents lives and ensure that moves are handled with care, respecting individual circumstances.

This policy applies to situations where residents may need to be temporarily relocated from their primary address due to repair work, improvements, adaptations or other circumstances that render the property unsafe for occupation. Relocation may occur when the property is:

- Deemed unfit for human habitation due to safety concerns.
- In need of repairs That cannot be carried out while the resident remains in residence.

Residents Subjected to Decanting by Trident Group

Trident Group is responsible for decanting residents who hold either:

Assured Shorthold Tenancy Agreements – Tenants under this agreement are provided with alternative accommodation in line with Trident Group's Decant Policy.

This includes those on the starter tenancy.

Licence Agreements – Residents occupying under a licence agreement are also eligible for Decanting by Trident.

Decanting leaseholders

Trident Group will consult Leaseholders about any major works (under section 20) prior to any discussions around possible decanting. However, once the necessity of decant has been decided Trident Group will start consultation on the proposed decant. TG has no automatic right to decant Leaseholders, any decanting and compensation paid to the Leaseholder will be through negotiation. If such a situation arises TG will consult Leaseholders at the earliest opportunity and strive to seek the most equitable solution. It is possible in some cases TG may have a right to decant a resident to enable major works to be carried out under the terms of their individual lease, this will be assessed on a case-by-case basis. Ultimately if TG's ability to discharge its repair and maintenance responsibilities (likely to include major works to the structure of the building) was hindered by a leaseholder TG will take legal advice on the way forward.

Leaseholders – therefore are not covered under this policy,

1.2. Purpose

The intention is for residents to return to their homes after the completion of the identified works. Short-term relocation arrangements will be considered based on factors such as health, household size, facilities, work, and school convenience, with appropriate allowances made to address specific needs.

We will ensure that:

• Residents are consulted about decants.

• We provide residents with clear information and keep them informed throughout the decant process.

• Residents' needs are considered regarding alternative accommodation.

• We comply with the Land Compensation Act 1973 when making home loss and disturbance payments.

The property where works/repairs are being undertaken will remain the residents only and principal home and occupation of the decant accommodation is only on a temporary basis for the period necessary to complete the works/repairs. Residents will have no tenancy rights in respect of the decant accommodation during their occupation.

2. DECANT RESULTING FROM TENANTS' ACTIONS

Trident Group distinguishes between decant situations where a resident (and household) is required to decant to temporary accommodation following any action or omission by the tenant (or a member of their household) and situations where the decant is required for any reason other Trident Group an action or omission of the tenant (or a member of their household).

Examples where a tenant (or a member of their household) has caused or contributed to the need for decant, include:

- Deliberate fire raising within their own home or fire starting because of negligence.

- Deliberate flooding of their own home or flooding because of negligence; or
- An Alteration carried out by the tenant (whether approved by Association or not) which has caused damage to the property.

This list above is not a complete list, these are only examples.

Actions taken by the tenant (or a member of their household) which results in damage or deterioration of the property may be a breach of their tenancy agreement and may result in the Association taking legal action to recover the possession of the property.

This Policy sets out the Trident Group's practice depending on the reason for the decant. If, during the period of decant, information becomes available That indicates That the tenant's (or a member of their household's) actions have caused the need for the decant, some of the Association's reasonable costs will be recovered by recharge from the decanted tenant. Where the tenant has household contents insurance, they may be able to recover the costs from their insurer.

3. Decant Process

Trident Group has steps to follow to ensure That the decant process is completed adequately and efficiently by gathering relevant information and communicating with the residents.

3.1. First contact

The decant process begins with the initial contact with the resident, informing them of the decision to decant and the reasons behind it, such as emergency, major repairs, redevelopment, or health and safety concerns.

3.2. Needs & Risk Assessment

A Decant Needs and Risk Assessment (Appendix A) is conducted to gather essential information on the resident's specific requirements, including medical needs, mobility issues, household composition, vulnerabilities and any potential risks. This assessment ensures That suitable alternative accommodation is sourced, addressing the resident's circumstances while minimising disruption.

3.3. Refusal to Decant

We want to work with residents as much as possible when a decant is needed. However, if residents refuse to move when a decant is necessary, we will take legal action to require the resident to move. We will always ensure we make at least one reasonable offer of accommodation to the residents before going to court. We will try to make an offer as near to residents specified criteria as possible, however the options available depend on the properties we have available at the time.

4. Emergency and Temporary Accommodation

4.1. Emergency Decant

If residents have to move due to an emergency (for example in the event of a fire or flooding) we will support residents in moving to immediate temporary accommodation while we assess and arrange for repairs. If the emergency occurs outside of office hours, residents

without alternative arrangements (e.g., family or friends) will be placed in a hotel by our out-of-hours team until further arrangements can be made during office hours if need be.

4.2. Temporary Moves/Planned Decants

If the decant is due to repairs needed, residents will usually return home once the repairs are complete.

Residents may choose to stay with family or friends, however if residents do not stay with family / friends, we will make a direct offer of accommodation within Trident Group's housing stock or make hotel / B&B arrangements. If residents choose to make their own hotel / B&B arrangements, the cost of the accommodation must be reasonable and agreed with Trident Group in advance.

4.3. Permanent Decant

Trident Group will only require a tenant to move out of their home on a permanent basis in limited circumstances where:

• A demolition order or housing order (hazardous conditions) has been issued in respect of the property.

• The land is being redeveloped.

• Major improvements are to be made to the property which significantly alters its nature or structure of the property, or

• The home is due to be sold to a non-social housing provider.

Trident Group will offer suitable alternative accommodation. We may at our discretion make more than one offer of accommodation to try and meet resident needs. The number of offers made is at our discretion.

4.4. Accommodation Costs

Trident Group will cover the cost of temporary accommodation or hotels required during the decant period. Key points include:

The temporary accommodation may require a security deposit upon check-in, in accordance with the accommodation provider's policy. This deposit will not be deducted from the resident's account unless damages occur during their stay.

4.5. Resident's responsibilities at accommodation

Residents are responsible for the care of the temporary accommodation during their stay. Any damages caused by the resident will not be covered by Trident Group, and residents may appeal decisions relating to charges for damages.

4.6. Extensions

Extensions to temporary accommodation arrangements may be made if required, but in some cases, a new booking may need to be arranged at a different location.

4.7. Missed/Late checkouts

Residents will be notified of the estimated completion date of the works and when their home is ready for return. Trident Group will not extend the temporary accommodation beyond the agreed checkout date. Residents will be given sufficient notice to make arrangements to return home. If residents stay beyond the checkout date, they will be responsible for any additional charges incurred.

4.8. Parking Permits

It is the resident's responsibility to ensure That the parking permit at the temporary accommodation is adequate and that the parking charges are paid if That is the requirement at the accommodation. The resident is responsible to make sure That there parking details have been shared with the accommodation reception.

The paid parking can be reimbursed through TRIDENT GROUP's reimbursement procedure.

4.9. Damages/Accommodation recharges

TG is not responsible for the recharges linked to the residents' stay at the temporary accommodation.

4.10. Pets

Pets may not be permitted at the temporary accommodation. It is the responsibility of the resident to make adequate arrangements.

If it is a temporary move to an internal accommodation within the organisation, if the resident had no permission from TG to have a pet it will not be permitted to the temporary accommodation.

5. Decant to a Trident Group property

5.1. Decants within the organisation

Trident Group prefers That tenants are decanted to one of the Group's properties while works/repairs or adaptations are completed on their main home. However, if such accommodation is not available and for example any works or repairs cannot be delayed, we will make hotel or temporary furnished accommodation available for the decant period.

The standard of accommodation provided will be basic accommodation that meets the decanted household's needs. Hotel or temporary furnished accommodation will not be offered where tenant's (or a member of their household's) actions or omissions have resulted in the decant being required or where we require to carry out an adaptation to the property.

The type of property That is available and the duration of the period of decant will determine the issues to be addressed during decant at both the original and the decant address. Where the Association's accommodation is to be used, the property will be thoroughly cleaned and cleared and be at the Lettable Standard before use as a decant property.

5.2. Temporary Tenancy Agreement

Residents will be required to sign a temporary agreement, but the tenancy policy will mirror their main tenancy, ensuring continuity in rights and responsibilities. (Appendix D).

5.3. Responsibilities

Rent payments, council tax, and utilities (section 9) will remain linked to the main tenancy.

Other expenses such as TV licence, internet broadband etc can be transferred over to the temp accommodation simply by contacting the providers.

5.4. Making the move permanent

However, if the severity of the disrepairs makes a return to the original home unfeasible, the temporary Trident Group accommodation may be converted into a permanent move, subject to further assessment and approval.

6. Staff Responsibilities

Work in the residents' homes will be supervised by Repairs Manager. Liaison with the resident will be by the Decant and Wellbeing Officer.

7. Cost and Responsibilities

Costs Associated with the Decant Property

ITEM	Liability
Fuel used during period of occupation	**Tenant** – The meter should be read prior to and after occupation. If the Property has a card/token meter the tenant must purchase fuel as required.
Connection of appliances such as cooker, washing machine and fridge/freezer	**Trident Group** – if the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.
Installation of operational TV aerial if not present	**Trident Group** - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant. This does not include satellite TV.
Provision of basic floor and window coverings (if not present in property)	**Trident Group** - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.

Costs Associated with the Residents Permanent Home

ITEM	Liability
Security shuttering (if required)	**Trident Group** - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.
Disconnection of appliances such as cooker, washing machine and fridge/freezer	**Trident Group** – if the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.
Removal of essential furniture to decant accommodation and return when complete	**Trident Group** - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant. This does not include satellite TV.
Removal of non-essential furniture to storage and return when complete	**Trident Group** - If the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.
Storage costs	**Trident Group** – if the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.
Costs incurred on accessing furniture during storage	**The Tenant**
Fuel/power used by contractor	**Trident Group**
Damage or replacement of household contents	**The Tenant** – This should be recovered from the tenant's household contents insurance
Returning property to Lettable standard prior to return	**Trident Group** – if the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.
Mail redirection	**Trident Group** - if the decant is required because of the actions or omissions of the tenant or member of their household the cost will be recharged to the tenant.
Recording of condition of tenant's fixtures and fittings (if not removed during period of decant)	**Trident Group** – this should be agreed and signed off by the tenant. A copy of the agreed condition of the fixtures and fittings will be provided to the tenant.
Recording of the condition of decoration in work area	**Trident Group** – this should be agreed and signed off by the tenant. A copy of the agreed condition of the fixtures and fittings will be provided to the tenant

In general, if the decant is a result of tenant action/omission then any additional costs over and above any insurance rebate will be the responsibility of the tenant.

8. Expenses

If a tenant is decanted to hotel accommodation or temporary furnished accommodation which, does not have cooking facilities then the undernoted additional costs and expenses should be paid. The following costs and expenses are not available if the decant is required because of a tenant's or a member of their household's actions or omissions:

ITEM	Liability
Accommodation costs	Trident Group
Meal allowances (available in hotel type accommodation only, not in Temporary Furnished accommodation.	Trident Group
All other costs	The Tenant
Damage to hotel or temporary accommodation fixtures and fittings	The Tenant

Trident Group will meet their liable costs directly with the hotel or owner of the accommodation.

9. Compensation and Reimbursement

Statutory home loss and disturbance payments for permanent moves

Statutory payment - This is prescribed in law under the Under the Land Compensation Act 1973 and the amount is reviewed annually - details can be found at https://www.legislation.gov.uk

Payment will usually be made after the keys have been returned to Trident Group for the vacated property.

Statutory payments fall into two categories:

Home Loss payments – will only be paid for permanent moves where certain criteria are met as follows:

• the resident must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.

• the move must be permanent and as a result of redevelopment, regeneration, or compulsory purchase.

Disturbance payments – Disturbance payments are made to compensate a residential occupier for reasonable expenses in moving from the house or land. People who do not qualify for a home loss payment, for example because they do not satisfy the residence requirement, may be entitled to a disturbance payment.

The resident must not have lived in the property for 12 months but must be the tenant at the time of the decision to move. The basis of the disturbance payment is to ensure the customer is not financially out of pocket due to the move.

• Disturbance payments will not exceed the value of home loss payments as specified in statutory law at the time of the move.

• All payments (including those made at the discretion of Trident Group beyond those required by law) may be offset, wholly or partly, against debts owed to us. Exceptions to this will be considered on an individual case basis.

Miscellaneous Allowances

These will be paid to residents who move out temporarily but are not decanted to another property.

Where a customer has been placed in temporary overnight accommodation such as a hotel, Trident Group will meet the following expenses.

• Accommodation costs will be paid directly by Trident Group

• An allowance of £20 per day per adult / adolescent, and £10 per day per child under the age of 16 will be paid for meals unless the temporary decant is to a location where the cost of daily subsistence is higher.

• Where the temporary decant is to a location where the cost of daily subsistence is higher. In such case, the Head of Services will authorise an allowance up to £30 per adult per day and £15 per day per child under the age 16.

To receive reimbursement, residents must submit their bank details (a clear image of the front of their bank card showing name, sort code, and account number or any form of proof evidencing the requested i.e. Bank Statements), proof of communication with the officer managing the case, and clear physical or electronic copies of receipts. Without providing these a resident will not be subjected to a reimbursement for the costs they are claiming.

Payments are typically processed within 7 working days after receiving all required documentation. However, certain expenses, such as personal entertainment, alcoholic beverages, and items or services unrelated to the decant, are not covered. (Appendix C).

Trident Group will cover additional costs incurred due to the decant, including, travel expenses exceeding normal commuting costs for work, school, or regular activities, laundry costs, electricity or gas used in the vacated property by contractors, and other reasonable costs directly related to the decant. Such costs will be agreed prior to the decant and subject to provision of receipts by the resident.

Discretionary Payments

This may include:

• Furniture, fittings or other belongings which are damaged or broken by our staff or contractors doing work on our behalf

• We have failed or delayed in carrying out a repair That is our responsibility within target times

•Decorations are damaged because of a repair

•The resident is put to extra expense due to the extensive nature of repairs being undertaken or because of an unreasonable delay in carrying out a repair, for example, a resident incurring additional expenses in respect to the use of temporary heating.

We have failed to deliver a service to our advertised standard

- In recognition of the time and trouble taken by the resident to make their complaint
- In recognition of distress and inconvenience experienced

When considering the amount of recompense residents may be entitled to, we will consider the severity of the service failure, out of pocket expenses incurred, the impact on the resident and the length of time the problem lasted. There is no automatic right to this type of compensation.

10. Contents Insurance

10.1. Trident Group Does Not Provide Content insurance

TG does not offer contents insurance cover, and residents are advised to have their own contents insurance in place.

11. Rent and Payments

Rent liability continues on the resident's permanent address. If the resident is in receipt of Housing Benefit/Universal Credit, Trident Group will notify the Local Authority/DWP the residents are temporarily staying at another address, but they still have a rent liability at the main address. The loss of rent on the decant property will be included in the Insurance Claim by TG, where applicable.

11.1. Housing Benefit/UC

If the resident is in receipt of full or partial housing benefit, it is the resident's responsibility to contact the relevant local authority housing benefits office or if the resident is in receipt of universal credit housing cost to update their journal to advise they have had to move into temporary accommodation.

11.2. Housing Benefit/UC

The resident should meet their normal full liability for rent and Council Tax, net of any benefits to which they are entitled.

If a Trident Group property is being used as a decant property, the Local Authority will be notified of the change of use. The LA will apply an exemption on the property for the duration of the temporary occupation.

11.3. Utility Costs

Trident Group will arrange for meters to be read at both properties on the day of the move and will contact electricity and gas (if relevant) suppliers advising the resident is moving from their property to the decant property.

This is subject to the resident advising TRIDENT GROUP of who their electricity and gas suppliers are. The resident will be responsible for paying the electricity and gas bills for the internal decant accommodation.

TRIDENT GROUP will pay the standing utility charges i.e. water, electric bills for the resident's permanent home for the duration of the decant period.

11.4. Redirection of mail

If the resident has sufficient insurance, they will be advised to claim the cost of mail re-direction from their insurance company. If they do not have sufficient cover, TRIDENT GROUP will provide mail redirection forms and pay the cost of redirection of mail for the duration of the decant for each person in the resident household who has a different surname. (Information provided at www.royalmail.com/personal/receiving-mail/redirection).

If the resident moves permanently TRIDENT GROUP will provide mail redirection forms and pay the cost of redirection of mail for six months from the new tenancy start date for each person in the resident household who has a different surname.

12. Trident Responsibilities

Ensuring our insurance providers are notified immediately of, any damage caused to the property and where applicable claims are made to ensure we are in receipt of costs incurred, ensuring Trident Group insurance providers are kept informed of progress and the current position.

The remit of costs met by Trident Group is designed to cover the reasonable expenses incurred by the resident in moving at TG's request. They should leave the resident in no worse or better position than they were prior to the move.

We will meet these costs in cases where residents are granted a move to another suitable property.

We will be responsible for making the arrangements and bearing the costs of removal of belongings to and from the decant property provided as follows:

- Storage of furniture and other effects. This will also apply to those residents who stay with family or friends for the duration of the works to their own property.
- Disconnection of broadband at resident's property and reconnection of domestic appliances (where connected in their present home), i.e. cooker, washing machine (plumbed in), dishwasher, shaver connection.
- Disconnection and reconnection of broadband at both properties. The Association will not be responsible for the provision of telephone lines unless the Housing Services Manager considers that exceptional circumstances apply.
- Disconnection and reconnection of TV aerial. The Association will be responsible for the provision of a TV aerial in the decant property where one is not available. In the case of permanent moves, the Association will not be responsible for this provision.
- Replacement of security door locks (where fitted in previous property)
- Refitting and/or adaptation of curtain rails, or replacement rails if adaptation is not possible
- New electric plugs (where sockets are of a different type to previous property)
- Adaptation and refitting of curtains and floor coverings. Where it is impossible to adapt or refit these, or the cost of doing so would exceed their value, the resident can be

compensated to their current value. (see guidance notes for formulas to determine adaptability and value of furnishings etc).

- Insurance of resident's property and belongings which are either being moved or stored as a result of the move.

As a General Rule, Trident will pay for the costs of moving or amending any items which the resident had before, and which are essential for their needs in the decanted property.

13.Complaints and appeals

We will work with residents to agree a suitable alternative accommodation option, but if an agreement cannot be reached, tenants have the right to appeal in accordance with our Complaints Policy.

14 Legal and Regulatory Compliance

Housing Act 1985 and 1996
Equality Act 2010
Land Compensation Act 1973

Procedure showing responsibility of staff member

KEY –

HPS – Head of Property Services
OM – Operations Manager Property Services
DWO – Decant and Wellbeing Officer
HO – Housing Officer
IO – Income Officer
HoF – Head of Finance
ALM – Allocations and Lettings Manager

ACTION	RESPONSIBILITY
PRIOR TO DECANT Not all actions are required depending on the type of decant accommodation That is to be used.	
Decide whether decant is required	HPS
Decide if tenant is at fault (initial) prior to decant	HPS
Legal action where tenant will not decant voluntarily	DWO
Legal action where tenant has damaged property	DWO
Agreement with tenant of temporary accommodation during decant	DWO
Arrange for unit being used as temporary accommodation to be categorised as OOM	DWO & ALM
Arrange removal of essential furniture to temporary accommodation and return at the end of decant	DWO & OM
Disconnection of tenants appliances at their home prior to decant	OM & DWO
Connection of tenants appliances at temporary accommodation and return at end of decant	OM & DWO
Installation of basis carpets and curtains (if required)	DWO
Installation of operational TV aerial (if needed)	OM
Liaison with Trident Groups insurers	HPS & OM
DURING PERIOD OF DECANT	
Revise decision if tenant is at fault where new information is available	HPS
Removal of non–essential furniture to storage for period of decant and return at end of works/repairs	OM & DWO
Supervision of work in tenants home	OM
Assistance with HB/CTB during period of decant	DWO
Monitor Rent payments during period of decant	IO
Security measures at tenants home while decanted	OM
Liaison with decanted tenant during period of decant	DWO
Liaison with Trident Group Insurers	HPS & OM
AT END OF DECANT	
Reconnection of tenants appliances at their home	DWO & OM
Payment of allowances and compensation where due to the decanted tenant	DWO & HoF
Return of Trident Group property used for temporary accommodation to letting stock	Void Procedures apply. Take unit OOM
Complete post decant satisfaction survey with tenant	DWO

APPENDIX A

TRIDENT GROUP

DECANT ASSESSMENT FORM

Resident Name:	
Joint Resident Name:	
Address:	
Contact information:	

Household Details

Name	Date of Birth	Relationship to Resident

Type of Decant; Emergency Temporary Permanent

Reason For Decant:

Size of property required:

Does anyone in the household have any vulnerabilities that affect their day to day lives? Yes/No

If Yes Provide Details	

Does anyone in the household have a disability or registered disabled? Yes/No	
If yes, provide details:	
Do you have any special requirements i:e wheelchair adapted accommodation/ground floor etc	
Address of Work	
Address of School	
Does the resident have contents insurance? YES/NO	
Does the resident have a car? YES/NO	
Are there pets in the property? YES/NO	
If YES, details of pets and confirmation of arrangements:	
Is the resident in receipt of HB/UC?	
Duration of Decant and Reason.	
Does the property have gas?	YES/NO
Type of property	
Area's resident would move to	
Resident signature	
Trident Representative Name Printed	
Trident Representative Signature	

APPENDIX B

Insurance Claims Accommodation Bureau (ICAB)

In the case that any Emergency/Disrepair accommodation should be required an account has been set with ICAB. ICAB will act as the single point of contact between the Hotel/B&B's and the resident. ICAB will only arrange accommodation and not transport. Please see instructions and password below.

Trident Details:

Our Password: 239

How to Instruct ICAB:

- Ring Tel: 0208 421 8427 and press option 1 to instruct ICAB.
- Your details will be taken; ICAB computer system will then store your details and resident information (which must include a password).
- An ICAB member of the team will run through instruction details, any special requirements, timescales, type of accommodation required, number of rooms required, etc.
- The resident will be contacted within 15 minutes of Tridents instruction. Trident will be contacted with costs and authorisation for accommodation costs.
- All bookings will be confirmed in writing.

APPENDIX C

Trident Group

BACS/CHAPS REQUEST FORM

Company: TRID ☐ GROUP: ☐ TCS:

To:	FINANCE	From:			
Date:		Dept:		Tel:	

PAYMENT DETAILS:

Payee:		
Payment Amount:		
For BACS/CHAPS	**Sort code:**	**Account No:**
Reference to appear on statement:		
Detail of request:		
Originator:	**Print Name:**	**Signature:**
Authorisation:	**Print Name:**	**Signature:**

Please attach supporting documentation e.g. Order forms, rent statements/Bank Account details

CODING ANALYSIS:

Amount	Supplier code	Expense code	Cost Centre

APPENDIX D

Trident Housing Association
• Decant Agreement
• Rent Free

Trident Housing Association

Licence Agreement for Temporary Accommodation

(an Excluded Licence)

Whilst emergency repairs / refurbishment are completed

(Decant Agreement)

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Trident Housing Association
Licence Agreement for Temporary Accommodation
(an Excluded Licence)
Whilst emergency repairs / refurbishment are completed
(Decant Agreement)

Licensor's Name and Address and Date

1 This Licence Agreement ("the Licence") begins on the . The Licensor is Trident Housing Association ("Trident"). Trident is registered with the Housing Corporation under Section 5 of the Housing Associations Act 1985 and has to meet the Housing Corporation's Performance Standards as issued from time to time. Trident's registered address is 12 Fairlie House, Trident Close, Erdington, Birmingham, B23 5TB.

Occupier's Name

2 The occupier's name is:

("you").

Where there are joint occupiers the word "you" applies to each Occupier and they both individually have the full rights and duties set out in this Licence.

Your Principal Home Means:

3 the "Principal Home Address ").

Your Temporary Home Means:

4 the "Temporary Home") which forms part of adjoining land belonging to Trident known as the (address) estate (the "Estate").

Contents of the Temporary Home

5 If your Temporary Home contains furniture and fittings which belong to Trident these are listed on page 13 (the "Contents").

Works

6 Trident is going to carry out the Works listed on page 14 (the "Works") to your Principal Home.

Background

7 Trident has agreed to provide temporary accommodation to you free of charge subject to clause 8(5) below until the Works are completed.

Agreement

8 (1) Trident will (subject to clause 8(4) below) allow you to occupy the Temporary Home and to use the Contents during the carrying out of the Works as identified and listed.

(2) You acknowledge and agree That this Licence is not intended to confer the legal relationship of Landlord and Resident in respect of the Temporary Home and you will not be entitled to an assured tenancy or statutory periodic tenancy under the Housing Acts 1985, 1988 and 1996 or any other statutory security of tenure in relation to the Temporary Home.

(3) The Licence to occupy conferred by this Licence is personal to you and cannot be assigned.

(4) This Licence shall terminate on the expiry of 7 days' written notice by Trident on you.

(5) The Licence is granted free of any occupational charges and (subject to clause 8(4)) for an indefinite period pending completion of the Works, during which you remain liable for and must continue to pay the full rent on your Principal Home.

Services of notices by Trident

9 Any notice which Trident must serve on you to comply with this Licence shall be validly served if it is addressed to you and delivered to your Temporary Home by hand or sent to your Temporary Home by first class post.

Trident's duties as a Licensor

10 Trident agrees:-

Water Rates and/or Council Tax

(1) To pay any Water Rates and/or Council Tax collected by Trident from you (if any) to the local water company and/or the local authority.

Insurance

(2) To insure the structure of your Temporary Home against loss or damage by fire and other risks. (This does not include furnishings and your personal belongings). It is your responsibility to have in place insurance cover for your furnishings and personal belongings.

Your Duties

11 You agree:-

Principal Home

(1) To continue to pay the rent for your Principal Home.

Occupation

(2) To occupy your Temporary Home as your private residence only.

Not to run a Business

(3) Not to run a business from your Temporary Home or the Estate.

Illegal or Immoral Use

(4) Not to use or allow your Temporary House to be used for illegal or immoral purposes.

Parking

(5) Not to use any parking space which forms part of your Temporary Home or is part of the Estate for any purpose except for parking a roadworthy taxed private car or motorcycle belonging to you and not to use more Trident Group one parking space at any one time except with Trident's written consent. Trident's consent may be for a specific period of time only and may be subject to any reasonable conditions Trident makes.

(6) Not to carry out repairs to any car, motorcycle or vehicle in the back or front garden or driveway to your Temporary Home or on the Estate.

Nuisance

(7) Not to do anything, or let your visitors or people living with you do anything which annoys or causes, or is likely to cause, a nuisance to other occupiers of Trident, people who live with them, Trident's staff, people living in the adjoining properties or anyone going about their lawful business in the locality.

(8) Not to harass or disturb or allow anyone living with you or your visitors to harass or disturb or do anything which is likely to harass or disturb other occupiers of Trident, people who live with them, Trident's staff, people living in the adjoining properties or anyone going about their lawful business in the locality for any reason including (but not only) harassment on the grounds of race, colour, religion, sex, sexual orientation or disability.

(9) Not to play, or let your visitors or people who live in your Temporary Home play, any audio equipment or instruments including (but not only) radios, televisions, so loudly they can be heard outside your Temporary Home.

(10) Not to be, or threaten to be, violent or allow your visitors or people who live with you to be, or threaten to be, violent towards other occupiers of Trident, people who

live with them, Trident's staff, people living in the adjoining properties or anyone going about their lawful business in the locality.

Access

(11) To allow Trident or Trident's employees enter the Temporary Home at any time (with or without prospective occupiers).

(12) As a matter of courtesy, and where possible (but without giving a right to exclusive possession) Trident, its employees agents and/or contractors will try to give 24 hours' notice when it wants access (except in the case of an emergency when no notice will be given).

Looking After Your Temporary Home, the Estate, any Furniture and Making Good Damage

(13) To take reasonable care to look after and keep your Temporary Home and any of Trident's furniture and fittings in a good condition.

(14) To repair any damage to your Temporary Home, the Estate or any of Trident's furniture and fittings if the damage was caused by you, people who live with you or your visitors. If you do not, Trident can give you 7 days' notice of the works you must do; and if the works are not done within 7 days Trident shall be entitled to do the work and recover, in full, its costs for doing the work from you.

Water Rates

(15) To pay to Trident if you are asked to do so, the water rates or any other rate which replaces it on demand.

Council Tax

(16) To pay to Trident the Council Tax if you are asked to do so, or any other tax which replaces it on demand.

Gas Electricity and Telephone

(17) To continue to pay the gas, electricity and telephone bills relating to such services to your home whilst you are in occupation of your Temporary Home

Dangerous Items

(18) Not to keep or allow someone else to keep any inflammable substance including (but not only) flueless bottled gas heaters, paraffin or oil heaters in your Temporary Home.

Pets

(19) Not to keep any pets in your Temporary Home or the Estate without first getting Trident's agreement in writing. Trident can refuse to agree for any reason.

Alterations and Removals

(20) Not to make any improvement, alteration or addition to your Temporary Home or remove or make any alterations to any fixtures, fittings or furniture given by Trident.

Graffiti

(21) Not to write graffiti on any part of your Temporary Home or the Estate.

Leaving

(22) To remove all your belongings at the end of this Licence and return the keys to Trident's office. If you leave any of your belongings in your Temporary Home after you have returned the keys to Trident or your licence has ended, you hereby authorise Trident to dispose such belongings away and pay any costs incurred by Trident in disposing of your belongings.

Furniture

(23) To leave any furniture and other items which belong to Trident in your Temporary Home at the end of this Licence.

Number of Occupants

(24) Not to allow more Trident Group …. person(s) to live in the Temporary Home.

Ending of the Licence

(25) This Licence is excluded from the provisions of the Protection from Eviction Act 1977 by virtue of Section 3A(7)(b) of the said Act.

(26) The Licence conferred by this agreement shall end on the expiry of 7 days' written notice served by Trident on you.

.....

Signed for and on behalf of Trident Housing Association

.....

Signed by the Occupier

…….

Signed by joint occupier

Date ……

APPENDIX E

DECANT AGREEMENT

This agreement is made between Trident Housing Association and (Resident's Full Name) (Sub residents), from (Resident's Current Address), agrees to temporarily relocate to (Temporary Accommodation Address) due to essential works being carried out at their current address. The Resident acknowledges That they will not return to the property until the works are fully completed and they are notified in writing by the Landlord.

TRIDENT GROUP will inform the Resident of the expected duration of the works and provide updates as necessary. The Resident agrees to remain in the temporary accommodation until TRIDENT GROUP confirms That they may return.

The Resident agrees to leave a copy of the keys to the current address with TRIDENT GROUP for the duration of the works to allow access for necessary repairs and inspections.

A weekly allowance will be allocated to the Resident based on household size to cover additional costs incurred due to the temporary relocation. The amount and method of payment will be communicated separately by the reporting officer.

During the decant period, the Resident agrees to maintain the temporary accommodation in good condition, notify TRIDENT GROUP of any issues regarding the temporary accommodation, and comply with any terms set by the temporary accommodation provider. The Resident agrees to return to the property only when TRIDENT GROUP confirms in writing That the works have been completed and it is safe to do so.

By signing below, both parties confirm their acceptance of the terms outlined in this agreement.

Signed for and on behalf of Trident Housing Association:

Name: _____

Signature: _____

Date: _____

Signed by the Resident:

Name: _____

Signature: _____

Date: _____