

## Temporary Moves Policy

<b>Policy Owner:</b>	Executive Director Customer Experience
<b>Policy Lead:</b>	Director of Neighbourhoods
<b>Approved by:</b>	Customer and Communities Committee
<b>Approved date:</b>	April 2024
<b>Next review date:</b>	April 2027

### Contents

	Page
Purpose and scope of this policy	2
Policy	2
<ul style="list-style-type: none"><li>• Temporary moves – Options and Allowances</li><li>• Disturbance payments / other reasonable costs</li><li>• Permanent moves and statutory home loss payments</li><li>• If you refuse to move</li><li>• How to contact us</li></ul>	3 3 4 4 4
Definitions	5
Equality, Diversity and Inclusion	5
Data protection	6
Related legislation and regulations	6
Related policies and procedures	6
Customer engagement	7
Document revision history	7

## Purpose and scope of the policy

This policy applies to you if you rent a home from us (excluding shared ownership homes). It explains how we'll help and support you if you must temporarily move:

- due to an emergency or so we can complete repairs or improvements or
- due to a planned regeneration.

We'll only ask you to move out of your home if there's no alternative.

### 1. Policy

- 1.1. There may be occasions when you may have to move out of your home temporarily.
- 1.2. A temporary move is often necessary after an unforeseen event, such as a fire or leak in your home, or where the complexities of the repairs and / or improvement works mean it's unsafe for you to remain living at home.
- 1.3. Leaving your home is disruptive and can be upsetting, especially if you move out during an emergency. We'll support you and your family.
- 1.4. We'll always do our best to get you home as soon as possible, but sometimes delays may prevent us from doing so. We know that the impact of being away from home can create and exacerbate any vulnerabilities for you and your family. Adapting to your changing needs is always our top priority.
- 1.5. We'll talk through your circumstances and needs to support you and provide a tailored response to the immediate and ongoing situation, discussing options available and talking through any concerns.
- 1.6. You'll have the name and contact details of a Moat colleague who'll be your lead contact. If this changes, we'll let you know. They'll:
  - Discuss your needs and the needs of those living with you in order to find appropriate accommodation for you.
  - Support and organise your move to a temporary home.
  - Agree on how and how frequently they'll keep in touch to keep you updated on the progress of work in your home.
  - Discuss and arrange payment of any out-of-pocket expenses you may incur while you're in a temporary home.
  - Arrange any immediate payments to cover meals if the temporary home doesn't have cooking facilities.
  - Explain what will happen while you're away from home, for example what Moat and you will be responsible for paying for, for example rent and utility payments at your tenancy address.
  - Work together with any support services if applicable.

- Explore and discuss with you different housing options if the works are expected to take a significantly long time. This may involve an application for a permanent priority move.
- Support and organise your move back home when work has been completed.

## **2. Temporary Moves – Options and Allowances**

- 2.1. Once we've established your needs, and the extent of the work required in your home, we'll talk through options with you and organise.
- 2.2. In the event of an emergency or major incident impacting multiple households, like a fire or flood, we'll work with the Local Authority in the first instance to source emergency accommodation. Thereafter we'll work with you to find a more suitable temporary home.

### **2.3. Staying with family and friends**

If you and your family can stay with family or friends, and you'd prefer to do this, we'll help with any additional costs in their outgoings resulting from your stay. The amounts paid will depend on your specific situation.

### **2.4. Temporary alternative accommodation**

We can arrange a move to a temporary home for you based on your needs and those of your family (including your pets).

We'll try to locate a temporary home close to your current home to minimise disruption. Where we can't do this or meet all your needs, we'll be honest and transparent with you and work to find an alternative solution.

We'll explore the following options:

- Another Moat home - We'll try to provide another Moat home for you to live in wherever possible.
- Accommodation provided by another landlord or accommodation agency - This could be a serviced apartment or a furnished private let.
- A hotel or bed and breakfast - We'll only offer you this type of accommodation if we're unable to arrange any other suitable accommodation for you. In an emergency, it's likely that we'll have to offer you this type of accommodation while we try to find a better option.

## **3. Disturbance payments / other reasonable costs**

- 3.1. While you're away from your home you'll continue to be responsible for the payment of rent on your permanent home and council tax. We'll cover the rental costs of your temporary home.
- 3.2. We'll reimburse you for any reasonable costs incurred. These costs could be for removal costs, disconnection and reconnection of appliances and services (internet etc), mail redirection, travel costs, school uniform, kennel or cattery and

any other reasonable cost you might face because of the move. This list is not exhaustive, and we'll discuss this with you.

- 3.3. If your temporary home doesn't include cooking facilities to prepare a meal, we'll pay you a food (subsistence) allowance. This can be paid weekly or monthly depending on your preference. The allowance for this will be discussed with you.
- 3.4. We'll discuss with you if payment in advance is preferred and the proof of purchase we'll require. All payments will be made into a bank account, unfortunately we can't make the payments in cash.

#### **4. Permanent moves and statutory home loss payments**

- 4.1. If your home is marked for demolition or significant regeneration, we'll talk to you about a permanent move - This may be to another Moat home or via the local housing authority. This is a different situation to a temporary move.
- 4.2. We'll seek to make you up to three reasonable offers which will usually be in the same local authority area as your current home or place of work. We'll consider your unique personal circumstances before making any offers.
- 4.3. In this situation, you're entitled to a home loss payment. This is a statutory right and a payment you're entitled to by law under the Land Compensation Act 1973. From 1 October 2023, the amount was set at £8,100. We reserve the right to offset part or all of any Home Loss Payment against any rent arrears owed.
- 4.4. You'll also qualify for reimbursement of reasonable disturbance costs that will be incurred due to the need to move, as detailed in 3.2.

#### **5. If you refuse to move**

- 5.1. If you refuse to move out of the alternative accommodation or to return home after the works have been completed, our priority will be to find a solution together.
- 5.2. If we can't reach an agreement in these situations, we'll take appropriate and proportionate legal action.

#### **6. How to contact us**

- 6.1 If you'd like to discuss anything in this policy or speak to us about how we'll help and support you if we need to move you out of your home, please get in touch:
  - by telephone: 0300 323 0011
  - by email: [customer@moat.co.uk](mailto:customer@moat.co.uk)
  - on our online portal [myMoat](#)
  - on web chat [Moat | Contact us](#)
  - by speaking directly to any Moat employee – including at our offices
  - by writing to us at: Moat, Mariner House, Galleon Boulevard, Dartford, DA2 6QE

## Definitions

- **Home Loss Payment:** As detailed in the Land Compensation Act 1973
- **Move:** A term used to describe the process of moving an individual or a group of people from their home – either temporarily (due to an emergency or so that repairs or improvements can be carried out) or permanently (for example, to carry out a regeneration project).

## Equality, Diversity and Inclusion

This policy will be delivered in accordance with our Equality, Diversity and Inclusion Policy including the commitment to make reasonable adjustments to meet the needs of disabled customers / customers with a disability. An Equality Impact Assessment was completed for this policy and considered as part of the approval process.

As set out in this policy, we'll talk through your circumstances and needs to support you and provide a tailored response to the immediate and ongoing situation, discussing options available and talking through any concerns.

We recognise that, if we fail to do this, the impact may be particularly detrimental to you or your family. If you're vulnerable in any way and may create or exacerbate any vulnerabilities. We also recognise that there are lots of individual circumstances that can make a person less resilient and more vulnerable at a moment in time, including but not limited to:

- Age
- Disability, short-term illness or long-term illness – including mobility and respiratory issues.
- Being blind or partially sighted
- Being deaf or hard of hearing – including Deaf people who communicate using British Sign Language
- Mental ill health including depression and anxiety – including anxiety about home safety and financial circumstances.
- Grief following a bereavement or loss.
- Dementia
- Neurodiversity including autism, ADD (Attention Deficit Disorder), ADHD (Attention Deficit Hyperactivity Disorder), dyslexia, dyspraxia, dyscalculia, dysgraphia.
- Caring responsibilities – for other adults or children, including babies (particularly if premature) and young children, including disabled adults / children.
- Being out of work or experiencing financial distress
- Low literacy or English not being first language.
- Experiencing domestic abuse, hate incidents including hate crime or discrimination.

We're committed to being flexible and agile, recognising, adjusting, and responding to customers' individual circumstances and to evolving our services to better meet the needs of 'our customers.

### **Data protection**

This policy will be delivered in accordance with our Data Protection Policy and Data and Technology Acceptable Use Policy. A Data Protection Impact Assessment was completed for this policy and considered as part of the approval process.

### **Related legislation and regulations**

The main pieces of legislation or regulation which underpin this policy are:

- Housing Act 1985
- Housing Act 1988
- The Home Loss Payment (Prescribed Amounts) (England) Regulations 2019
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Equality Act 2010
- Data Protection Act 2018

### **Related policies and procedures**

- Anti-Money Laundering Policy
- Antisocial Behaviour Policy
- Compensation Policy
- Complaints Policy
- Damp and Mould Policy
- Data Protection Policy
- Data and Technology Acceptable Use Policy
- Data and Technology Security Policy
- Defects Policy
- Disposal Policy
- Domestic Abuse Policy
- Equality, Diversity and Inclusion Policy
- Empty Homes Policy
- Hate Related Incidents Policy
- Hoarding Policy
- Home Adaptations Policy
- Homes Lettings Policy
- Pets Policy
- Priority Moves Policy
- Repairs and Maintenance Policy
- Safeguarding Adults at Risk Policy
- Safeguarding Children Policy

## Customer engagement

Your views are central to making sure our service meets your needs, now and in the future. We'll actively seek your views at every stage of our service design and delivery and during the period you are moved temporarily from your home.

Our customer advocates were invited to comment on an earlier more detailed version of this policy. The details are now incorporated into the procedure. For customers facing a temporary move, we developed a leaflet in response to common questions.

In developing our approach, we've drawn on customers' lived experiences by using their feedback and lessons learned from when things didn't go well.

## Document Revision History (Record of any changes made to the policy)

Date	Changes approved by	Details of changes made
20 September 2024	Executive Director Customer Experience	First sentence in 'Purpose and scope of the policy' section amended as shown in italics here to clarify that this policy doesn't apply to shared ownership customers: 'This policy applies to you if you rent a home from us <i>(excluding shared ownership homes)</i> '.
20 September 2024	Executive Director Customer Experience	'Related policies and procedures section' amended to include 'Home Adaptations Policy' instead to 'Aids and Adaptations Policy' (to reflect new name).
11 October 2024	Executive Director Customer Experience	Name of policy changed from 'Decant (Temporary Move) Policy' to 'Temporary Moves Policy' and wording within policy amended to refer to 'moves' and 'temporary moves' rather than 'decants'.