



Southside Housing Association Disturbance Payments and Allowances Policy

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Contents

1. Introduction	Page 03
2. Policy Principles	Page 03
3. Definitions	Page 04
4. Legislative and Regulatory Context	Page 05
5. Decant Resulting from the Actions of the Occupier	Page 06
6. Decant Associated Costs	Page 06
7. Accommodation Criteria	Page 07
8. Charges During Decant	Page 10
9. Home Loss	Page 10
10. Replacement Allowances	Page 12
11. Major Works Disturbance Payments	Page 13
12. Complaints	Page 14
13. Equality and Human Rights	Page 14
14. Data Protection	Page 15
15. Policy Review	Page 15

Appendix 1: Table of Payments and Allowances

Appendix 2: Equality Impact Assessment

1. INTRODUCTION

- 1.1 This policy sets out Southside Housing Associations' (SHA) position in relation to situations where tenants or other customers are required to be decanted from their home on a temporary or permanent basis, or where disturbance has been incurred as a result of planned maintenance, major works or other improvement programmes. This policy also aims to provide a framework for both statutory payments in relation to home loss, and disturbance payments to ensure no detriment to customers where upheaval or inconvenience has been experienced as part of planned works or other works programmes.
- 1.2 By following this policy, staff will be able to:
- identify the circumstances under which a payment may be made and the payment thresholds and limits;
 - make sure payments are properly assessed, monitored, and controlled, and;
 - apply consistency to ensure fairness for tenants and other customers.
- 1.3 This policy establishes a framework relating to the three categories of payment that this policy refers to. These are:
- Legislative or Statutory payments e.g. Home Loss payments;
 - Payments for temporary or permanent decants, and;
 - Disturbance or replacement allowances e.g. for upheaval or inconvenience incurred during planned works or improvement programmes.

2. POLICY PRINCIPLES

- 2.1 SHA will ensure that all payments made in relation to decant, home loss, disturbance and replacement are made in a fair and transparent way, in line with statutory requirements and good practice.
- 2.2 SHA will ensure that all payment made in relation to decant, home loss, disturbance and replacement are also made in compliance with the SHA Group Policy on Entitlements, Payments and Benefits
- 2.3 SHA will ensure that any decisions and/or awards are proportionate to the level of loss and/or inconvenience incurred.

- 2.4 SHA will take an evidence led approach to making payments and will not make offers based solely on belief or probability.
- 2.5 In all cases where a decant of a tenant or other customer from their home is necessary, SHA will aim to work with affected individuals throughout the decant process to ensure that disruption to their lives is kept to a minimum.
- 2.6 All payments including those made at the discretion of SHA may be offset either wholly or partly against any debts owed to SHA, with the exception of where legally we may not offset payments.
- 2.7 SHA will explore fully appropriate solutions and improvements, not only awards of monetary value to satisfactorily resolve issues related to upheaval or inconvenience.

3. DEFINITIONS

- 3.1 Decant – is a legal definition used to explain the process where a tenant or another customer is required to move from their homes. The reason for a decant may be due to property condition, essential repair work, refurbishment or regeneration, conversion, or demolition.
- 3.2 Permanent Decant – When a tenant or another customer is moved out of their current home to another property where they will remain permanently.
- 3.3 Temporary Decant – When a tenant or another customer is moved out of their current home to another property, to allow work to be carried out to allow them to return to their home.
- 3.4 Home Loss Payment – A payment which a tenant or another customer are entitled to claim if they are forced to leave their home in certain circumstances including the demolition of their current home. A Home Loss payment is designed to compensate for associated inconvenience, stress and/or upheaval caused by having to move from their current home, but not to cover the expenses of the move or the value of the property. Home Loss payments are provided for in law by the Land Compensation (Scotland) Act 1973.
- 3.5 Disturbance Payment – A payment of compensation which a tenant or another customer are entitled to claim when they are forced to leave their home in certain circumstances. Disturbance payments are intended to cover the expenses of moving from their current home to another property. If a tenant or another customer does not qualify for a Home Loss payment e.g. because they haven't occupied the property for the necessary qualifying period, they may still however be able to claim a Disturbance payment. A Disturbance payment can also be made where a programme of works is undertaken in a tenant or other customer's home, or a related incident occurs, where there is no requirement to leave the property. In such cases the payment acts as an ex-gratia contribution to 'make good' decoration, flooring or other items following completion of the

works to ensure that no, or as little detriment as possible is experienced by a tenant or another customer.

- 3.6 Other Customers – This refers to other individuals who may have a relationship with SHA but not as a tenant on the basis of a Scottish Secure Tenancy Agreement or Short Scottish Secure Tenancy Agreement. This can refer to an occupier of a mid-market rent property leased by SHA' wholly owned subsidiary Southside Factoring and Related Services (SFARS) where the lease is made on the basis of the Private Residential Tenancy agreement.

4. LEGISLATIVE CONTEXT

- 4.1 This policy has been developed with reference to the following legislation and key guidance:

- Housing (Scotland) Act 1987 (Section 58a)
- Housing (Scotland) Act 2001 (Sections 30 and 109(2))
- Housing (Scotland) Act 2010
- Land Compensation (Scotland) Act 1973
- The Home Loss Payment (Specification of Amount) (Scotland) Regulations 1989
- The Scottish Social Housing Charter
- The Scottish Secure Tenancy Agreement, Short Scottish Secure Tenancy Agreement
- The Private Housing (Tenancies) (Scotland) Act 2016

- 4.2 The following standards and requirements set out within the Scottish Housing Regulator's *The Regulation of Social Housing in Scotland: Our Framework*¹ (The Regulatory Framework) are relevant to this policy:

Standard of Governance and Financial Management – Standard 5.1

“The RSL conducts its affairs with honesty and integrity and, through the actions of the governing body and staff upholds the good reputation of the sector”.

Regulatory Requirement AN3

“Each landlord must have assurance and evidence that it is meeting all of its legal obligations associated with housing and homelessness services, equality and human rights, and tenant and resident safety”.

¹ Scottish Housing Regulator – The Regulation of Social Housing in Scotland: Our Framework (March 2019)

DECANTS

5. DECANT RESULTING FROM ACTIONS OF THE OCCUPIER

- 5.1 SHA will make a distinction between situations leading to a decant where a tenant or other customer (including a household member) is required to decant due to no actions of their own e.g. due to dilapidated property condition, essential repairs and maintenance work or refurbishment, and situations where the tenant or other customer (including a household member) which have then required the tenant or other customer (including household members) has by their own actions or omission required them to be decanted.
- 5.2 Examples of actions or omissions by a tenant or other customer (or household members) which may lead to a decant being required are:
- The tenant or other customer (including a household member) has caused or contributed significantly to the requirement for a decant;
 - Deliberate fire-raising within their own home, or a fire has been caused as a result of their own negligence;
 - Deliberate flooding of their own home or flooding which has been caused as a result of their own negligence;
 - Alteration carried out by a tenant or other customer (including a household member, whether approved by SHA or not, which has caused damage to the property.
- 5.3 The above list is a non-exhaustive list of examples of own actions or omissions which may lead to a decant being required.
- 5.4 Action taken by the tenant or other customer (including a household member) which result in damage or deterioration of the property may constitute a breach of the conditions of tenancy or occupancy and may result in SHA seeking to recover possession of the property through legal action.
- 5.5 If during any period of decant, information becomes established that indicates that the tenant or other customer (or a member of the household's) actions have resulted in the need for a decant, costs will be recovered by way of recharge from the tenant or other customer who has been decanted. Where a tenant or other customer has household contents insurance in relation to their home, they may be able to recover the costs from their insurers.

6. DECANT ASSOCIATED COSTS

- 6.1 As requirements to decant have historically been relatively exceptional occurrences, SHA does not set a budget for decants as part of the annual budget setting process. Where SHA programme planned or improvement works in advance to tenants or other customer's homes that will require

decants, then SHA will set a budget at that time in association with those works.

6.2 Where SHA has identified a programme of works in advance, tenants or other customers will not be expected to bear the costs of decant and SHA will pay all reasonable costs incurred in the decant process (except where tenant or other customer actions or omission set out at Section 5 have resulted in the decant being necessary). SHA will:

- Make an offer of suitable alternative temporary accommodation;
- Meet the direct costs of making such accommodation habitable on a temporary basis;
- Pay sufficient allowances to meet additional costs that they tenant may incur while temporarily removed from their home (except where a tenant or other customer, including a household member action or omissions have resulted in the decant being necessary), and;
- Compensate a tenant or other customer for disturbance (except where a tenant or other customer, including a household member action or omissions have resulted in the decant being necessary).

6.3 A total budget should be allocated and be applied per household. This will be comprised of the Home Loss payment (where appropriate) and Disturbance payments. SHA will make a Disturbance payment for both moves undertaken as part of temporary decant, where the tenant or other customer has been offered a 'right to return'.

6.4 If a tenant or other customer does not consent to decant on the terms offered by SHA, then legal action may be taken by SHA to secure temporary possession of the property to allow essential repairs or maintenance to be completed. These will be the minimum necessary to enable safe occupation of the property. SHA will seek to recover the cost of any legal action from the tenant or other customer.

7. ACCOMMODATION CRITERIA

7.1 SHA will minimise disruption to tenants or other customers by aiming to decant them in as close proximity as is possible to their own home. The availability of suitable decant accommodation and choices that we can offer to tenants will depend on what is available at any given time therefore a decant in a non-emergency situation may be subject to delay until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:

- Emergency accommodation provided by the local authority;
- Lodging with family or friends;
- SHA accommodation;
- Properties provided by other local registered social landlords (RSL);

- Hotel accommodation (this option is not available where a decant is required as a result of a tenant or other customer, including a household member actions or omissions).

7.2 Association accommodation and hotel accommodation

SHA will aim to have tenants or other customers move to an SHA property while essential work is completed, however in the event that such suitable accommodation is not available and the works cannot be delayed until it is, SHA will make hotel accommodation available for the period of time is required. The default type of hotel accommodation provided will be 'budget' hotel accommodation. As set out at Section 8.1, hotel accommodation will not be offered where tenant or other customer action or omission has resulted in a decant being necessary.

7.3 Where a tenant or other customer is living in temporary hotel accommodation or other accommodation with no cooking facilities the following additional payments may be made:

- Subsistence allowance per adult (per day) - £20.00
- Subsistence allowance per child under 16 (per day) - £10.00

7.4 Where a tenant or other customer is living in temporary hotel accommodation or other accommodation with no laundry facilities the following additional payments may be made.

- Laundry allowance (per week) - £20.00

7.5 The type of the property that is available and the duration of the period of decant will determine the issues to be addressed during the decant period at both the tenant or other customer's primary home and the decant property. Where SHA accommodation is used, the property will be cleared and thoroughly valeted and comply with the SHA Minimum Lettable Standard before use.

7.6 The criteria for accommodation to be provided by SHA is as set out below.

7.6.1 Where possible, tenants and other customers being decanted due to redevelopment or major repairs will be allocated a property with the same number of apartments as their primary home.

7.6.2 Accommodation will be allocated according to the tenant or other customer's needs which will be assessed by:

- Apartment size according to confirmed household composition;
- Location for specific reasons, such as work or school;
- Tenant or other customer stated preference.

7.6.3 While a tenant or other customer is decanted, the rent charged will be the same which is charged for their primary home. Where the rent charge for the decant property is less than the rent charge for their primary home then the lower rent charge only will be payable.

7.6.4 Where the accommodation is for the purpose of remodelling or modernising the tenant or other customer's primary home, the tenant or other customer may be permitted to remain in the temporary decant accommodation permanently under specific conditions which are set out at Section 9 of this policy.

7.6.5 Where a move has occurred to allow demolition of property to proceed or to create vacancies for a remodelling programme that will reduce the number of units available, tenants or other customers will be made an offer of permanent alternative housing as properties become available.

7.6.6 As part of the decant process (either temporary or permanent), SHA will assist in the co-ordination of, and pay for the following:

- Furniture removal and storage of furniture where this is required (excluding packing);
- Mail redirection;
- Telephone disconnection/reconnection;
- Gas/electrical appliance disconnection/reconnection i.e. cooker, washing machines, lifting and relaying of carpets and/or curtain and carpet alterations. Where SHA arrange gas disconnection/reconnection of a cooker it is the tenant or other customer's responsibility to ensure their appliance meets the existing required standard. SHA's contractors cannot reconnect appliances that do not meet those legal standards;
- Disconnection/reconnection of television aerial/satellite/cable.

7.6.7 Tenants and other customers may have to arrange for utilities, telephone and television connections to be disconnected and reconnected due to service providers policies and privacy processes. SHA will however pay for any costs directly associated with this.

7.6.8 In the event that a tenant or other customer wishes to move with no assistance, SHA will pay a non-negotiable one-off payment.

- In all circumstances tenants will need to arrange their own contents insurance;
- Where the tenant receives emergency alarm or care services or third-party services e.g. meals on wheels, we will liaise with the appropriate agency to make sure the service is transferred to the decant property and then back to the permanent property.

7.6.9 SHA will ensure that the decanted accommodation provided will conform to the normal letting standard of the organisation plus it will have:

- Fitted carpets;

- Vinyl floor covering in kitchen and bathroom;
- Fully operational heating and hot water system;
- Blinds/Curtains;
- Clean decoration.

7.6.10 Tenants who have to move due to major works will have a legal right to return to their primary home.

8. CHARGES DURING DECANT

8.1 SHA will endeavour to decant tenants into a similar size of property to their permanent home. Tenants or other customers who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants and other customers will continue to meet the rental obligations and Council Tax charges during any period of decant.

HOME LOSS AND DECANT DISTURBANCE PAYMENTS

9. HOME LOSS

9.1 SHA incorporates any long-term strategic plans for demolition and regeneration into its business planning. To ensure that clearances and demolitions are well managed, Home Loss and Disturbance Payments will only become payable when an “active clearance” designation has been approved by the Management Committee.

9.2 SHA will only open negotiations with homeowners in active clearance areas following any designation. In exceptional circumstances, payments may be made where a tenant is forced to leave the property shortly before an active clearance is declared (e.g. fleeing domestic abuse or a victim of discrimination or harassment).

9.3 In order to qualify for Home Loss Compensation:

- The tenant or other customer must have occupied the home for which they are making a claim for one year as a tenant or other customer;
- SHA may make a discretionary payment for occupancy of less than one year where it may serve SHA’s interests to do so;
- The tenant or other customer must be in occupation of the home in question on the date of the qualifying action;
- The removal of the tenant or other customer from their home must be permanent;
- Application for the payment must be made within five years of physically moving out of their home as verified by SHA.
- Tenants - There is a flat rate Home Loss Payment of £1,500 for each tenanted household. Therefore, if two or more persons are entitled to

Home Loss Payment in respect of one property, the payment of £1,500 will be divided equally between them;

- Homeowners - Homeowners are entitled to 10% of the market value of the property, as determined by the District Valuer or other professionally qualified valuer, subject to a minimum payment of £1,500 and a maximum payment of £15,000. Homeowners may appeal the Home Loss sum to be paid to the Lands Tribunal whose decision is final.
- In the event that the tenant or homeowner who is entitled to the Home Loss Payment dies before making a claim, any member of their household who is aged 18 years or over, may claim provided that they satisfy the same residency criteria as the deceased, and is a beneficiary in the estate of the deceased.

9.4 Home Loss Payments will normally only be paid on one incidence of home loss. This means that if the tenant or homeowner receives a payment when they leave their primary home, they are not entitled to another payment when they move on to other accommodation or return to the original property. However, where the tenant has been moved to temporary, interim or decant accommodation and has occupied the property for three years or more, tenants or homeowners shall qualify for a further Home Loss Payment.

9.5 Decant Payments / Decant Disturbance Payments

9.5.1 Subject to qualifying conditions similar to Home Loss, Disturbance Payments are payable to both tenants and homeowners. Unlike Home Loss Payments, there is no statutory provision as to the amount of the payment. Section 35 of the Land Compensation (Scotland) Act 1973 provides only for “reasonable expenses...” with the Lands Tribunal being the final arbiter for determination of any disputes.

9.5.2 SHA will pay a maximum of £1,000 to compensate tenants and homeowners for any reasonable expenses incurred in moving from their home due to demolition or other redevelopment proposals affecting their home. Payment will be made in form of £500 once the tenant or homeowner has moved to the decant property and £500 on return to the original property. Tenants or homeowners who dispute this amount must provide evidence to demonstrate their ‘reasonable’ expenses.

9.5.3 There may be circumstances where tenants or homeowners are moved on a temporary or interim basis, these may include:

- Interim move where the tenant or homeowner in an active clearance area is awaiting a new build property;
- Interim move to facilitate demolition of a block of housing;
- A temporary move due to remedial work being carried out in the property.

- 9.5.4 Any full Disturbance payment will be made in two instalments as set out at Section 13.5.1, this payment will be made subject to keys for the vacated property being returned to SHA.
- 9.5.5 In order to qualify for a Disturbance payment, the tenant or other customer need not have been resident in the property continuously for a 12-month period but must be the occupier of the property at the time of the decision to decant. The Disturbance payment is made to ensure that any move is not financially detrimental to the current occupier.
- 9.5.6 Examples of items which should be covered by a Disturbance payment are:
- Costs of removal and/or storage of belongings;
 - Costs of altering soft furnishings e.g. refit of floor coverings, altering curtains and blinds;
 - Costs of providing new curtains, blinds and floor coverings where existing items cannot be adapted to fit the new home;
 - Disconnection and reconnection costs for existing utilities and white goods e.g. telephone, broadband, washing machine, cooker;
 - Redirection of mail for up to 3 months;
 - Purchase of new cooker if fuel type is different in new home;
 - Costs of pet care arrangements, in the event that pets cannot be accommodated in any temporary accommodation, and;
 - Reimbursement for extra travel costs related to work or education whilst in temporary accommodation.

This list is a non-exhaustive list of items which should be covered by any Disturbance payment. SHA will not accept additional claims for payments once a Disturbance payment has been made.

- 9.6 In both instances SHA will provide a full removal service. Or make a one-off payment to the tenant or other customer. This is to ensure that the inconvenience incurred by the tenant or other customer is kept to a minimum and that the process is effectively co-ordinated.
- 9.7 All payments, including those made at the discretion of SHA, may be offset wholly or partly, against any debts owed to SHA. Any exceptions to this policy will be considered at the discretion of the Housing Services Manager.

10. REPLACEMENT ALLOWANCES - DECANT

- 10.1 Replacement allowances are made to ensure that a tenant or other customer do not incur financial detriment as a direct result of works being undertaken within their home.
- 10.2 There are a number of replacement allowances which may be made, and these are detailed below at Section 10.2.1 – 10.2.4.

10.2.1 Decoration

Where a property has been the subject of a decant arrangement and it is deemed necessary by the Maintenance Officer or Asset Management Officer, all rooms affected by the works will be fully decorated prior to the return of the tenant or other customer to their primary home, or allocation to a new tenant or other customer. Decoration will be completed as per provisions within the SHA Minimum Lettable Standard. Alternatively, a paint pack supplied by SHA's supplier may be provided to a tenant or other customer who wishes to undertake their own decoration. No financial allowance will be paid.

10.2.2 Windows, Blinds and Curtains

Where replacement windows have been installed which alter the dimensions of the home resulting in existing blinds or curtains which do not fit, an allowance will be authorised to compensate for alterations to the originals, or to contribute towards the purchase of new blinds or curtains.

10.2.3 Floor Coverings – Damage to Existing Floor Coverings

Where damage to floor coverings is anticipated as part of any works to be carried out, e.g. where new kitchen units are a different size from existing units leaving a gap in the floor covering, then a floor covering allowance may be approved by the Maintenance Officer or Asset Management Officer

10.2.4 Floor Covering Allowance – Wooden or Laminate Flooring and Non-Slip Floor Tiles

Where a tenant or other customer has fitted wooden or laminate flooring with the prior permission of SHA granted in writing, and this is damaged during removal from the property, an additional floor covering allowance may be approved by the Maintenance Officer or Asset Management Officer subject to the age and relevant condition of the existing floor covering.

11. MAJOR WORKS DISTURBANCE PAYMENTS

11.1 Major works Disturbance payments will apply in the following circumstances:

- Following major repair or component replacement programmes where it is anticipated that there is likely to be damage to existing decoration and/or flooring, and;
- Where works carried out do not require decant accommodation

11.1.1 Examples of major works which may qualify for a Disturbance payment are:

- Bathroom replacements
- Heating replacements
- Kitchen replacements

- Window replacements
- Re-wire or property

The above is a non-exhaustive list. The Property Services Manager will determine whether a Disturbance payment is to be made as part of works in advance of the commencement of any project.

- 11.2 The level of allowance for each room affected is set to reflect the degree of disturbance to the tenant or other customer as a result of the work and not the overall standard of decoration. Any payment represents a contribution towards the redecoration, which is the responsibility of any tenant or other customer and is not intended to cover the total cost of redecoration where it is required.

Per room	£50.00
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To a maximum allowance of £200 for the property

- 11.3 In exceptional circumstances and dependent on the scale of works involved, SHA may pay allowances above the levels set out in this policy. Such additional payment will be made at the discretion of the Property Services Manager in agreement with the Housing Services Manager and in line with delegated financial authority thresholds.
- 11.4 All payments, including those made at the discretion of SHA may be offset, wholly or partly against the debts owed to SHA. Exceptions to this policy will be considered at the discretion of the Property Services Manager or Housing Services Manager.
- 11.5 All payments in this category will take the form of a voucher or card issued by SHA which can then be redeemed at an appropriate outlet who are able to provide SHA with a 'pre-paid' voucher or card. Cash refunds will be made on purchases which are of a lower value than the value of the voucher or card.

12. COMPLAINTS

- 12.1 Any complaints which are made about decisions made in line with this policy or about the administration of the policy will be handled in line with the SHA Complaints Handling Procedure.

13. EQUALITY AND HUMAN RIGHTS

- 13.1 This policy reflects the Association's commitment to meeting our Equality obligations in advancing equality, promoting good relations and eliminating discrimination in the way we provide our services.
- 13.2 It also aims to reflect our commitment to considering the Equality and Human Rights impacts of what we do as a registered social landlord, including how

we communicate and provide access to information to tenants and other service users.

13.3 An Equality Impact Assessment has been completed in relation to this Policy.

14. DATA PROTECTION

14.1 SHA handles the personal data we use in line with our obligations under data protection law and SHA's Privacy Policy and Data Retention Schedule. Information about how we handle personal data and the lawful basis for processing personal data is available through SHA's Fair Processing Notices.

15. POLICY REVIEW

15.1 This policy will be subject to review every three years or sooner in the event of significant legislative or regulatory developments which impact this policy.

Table of Payments and Allowances

Appendix 1

	Payment or Allowance Type	Payment
1.	Statutory Home Loss Payment	£1500
2.	Decant Payments (Discretionary)	£500 paid on entry to decant property. £500 paid on return to modernised or refurbished primary property.
3.	Full removal service: <ul style="list-style-type: none"> • Removal and storage of furniture • All household items • Floor coverings • Redirection of mail • Disconnections/Reconnections 	This will be carried out by SHA and will be provided for all decants, permanent or temporary. Tenants or other customers may waive this provision of service and make their own arrangements for removal
4.	Tenants and other customers making their own arrangements for removal	£400 paid on entry to decant property
Replacement Allowances (Discretionary payments made when moving back to modernised property only)		
5.	Blinds and/or Curtains (per blind or curtain set)	£ 30.00
6.	Floor Covering Allowance – Damage to existing floor covering (per floor covering)	£150.00
7.	Damage to wooden, laminate or non-slip floor tiles (per flooring)	£150.00
8.	Maximum allowance for floor coverings where all relevant criteria have been met	£400.00
Payments where a tenant or other customer is living in a hotel or other temporary accommodation the following additional payments may be made		
9.	Subsistence Allowance per adult (per day) Subsistence Allowance per child under 16 y/o (per day) Where no laundry facilities are available within a hotel or other temporary accommodation:	£ 20.00 £ 10.00
	Household Laundry Allowance (per week)	£ 20.00
Disturbance Payments – Major Works Not Requiring Decant		
10.	Amount per affected room	£ 50.00 (to a maximum of £200.000)

Payments and allowances will be subject to review every three years in line with the policy review cycle.



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