

Temporary Re-Housing (Decant) Policy

Aster Group is the overarching brand name of Aster Group Ltd and all of its subsidiaries.

1 Scope

- 1.1 Situations may arise during a tenancy where we will need to re-house customers due to maintenance works required in their home. Wherever possible we will carry out these works, upgrades, refurbishment, or improvement works with customers remaining in situ to minimise disruption. However, occasionally this may not be possible, and the customer will need to vacate their home. We may also need to find customers temporary accommodation because of a fire, flood or other unforeseen circumstance. Every effort will be made to offer our customers suitable alternative temporary accommodation and keep the time that the customer is out of their home to a minimum.
- 1.2 The purpose of this policy is to set out the circumstances when a customer may need to be re-housed, what customers can expect if they are required to move from their home, what assistance we can offer and the likely options for rehousing that can be considered.
- 1.3 This policy covers all tenure types owned and administered by Aster including Leaseholders and Shared Owners.
- 1.4 For clarity, our Active Disposal – Tenanted Homes Policy sets out the circumstances in which a customer will be permanently moved to a new home because of our decision to sell or redevelop a property.

2 Policy Statement

- 2.1 We define re-housing as where a customer is required to move from their permanent home into alternative accommodation. The reasons for the move will generally be because of major repair works, unexpected damage because of a fire or flood, or the improvement, disposal, or redevelopment of their home.
- 2.2 It could be permanent re-housing or temporary re-housing and may involve anything from moving a single household, to managing a programme of re-housing across a large number of properties.
- 2.3 We consider there to be 3 types of re-housing;
 - **Emergency Re-Housing:** These are necessary when a property becomes uninhabitable due to an unforeseen situation such as a fire or a flood. In these instances, whilst it is the statutory duty of the Local Authority to provide suitable alternative accommodation Aster will do their utmost to source alternative emergency accommodation to ensure our customers experience as little disruption as possible.

Aster Group is our overarching company brand and comprises the following companies and charitable entities. Aster Group Limited, Aster Communities, Aster Treasury plc, Synergy Housing Limited, East Boro Housing Trust Limited, Central and Cecil Housing Trust, Enham Trust, 55 London, Aster Foundation, Aster Living, Aster 3 Limited, Aster Homes Limited, Aster LD Limited, Aster Property Limited, Aster Solar Limited, Silbury Housing Holdings Limited, Silbury Housing Limited, Central & Cecil Innovations Limited, and Central & Cecil Construction Services Limited.

- **Planned Re-Housing:** These are required when certain works are needing to be completed to a property and the nature of these works would make the property unsafe for the customer to remain whilst they are being carried out.
- **Permanent Re-Housing:** This is where a customer is permanently re-housed because of the redevelopment or disposal of their permanent home. If a house has been selected for disposal, the Home Move Coordinator or Housing Team Member would follow the Active Disposal – Tenanted Homes Policy and Procedure. Should the decision to dispose of the house be taken whilst a temporary re-house is in place, the Housing Team member would follow the Management Transfer Procedure

2.4 Aster will work with customers to find the best alternative housing solution we can. Sometimes this may involve signposting the customer to the Local Authority who hold the statutory duty for emergency accommodation.

2.5 An Aster surveyor is responsible for informing a Housing Team Member, or the Home Ownership Team if re-housing is required and how long the customer is likely to be out of their home for.

2.6 Aster colleagues are responsible for finding alternative accommodation, should it be agreed, the customer will be found temporary accommodation by Aster. Should emergency re-housing be required outside of office hours it will be the on-call duty managers' responsibility to source temporary accommodation on the advice of the attending trade operative. The on-call Duty Manager can refer to Aster's Business Resilience and Major Incident Response page, if required: [Business resilience and major incident response \(asternet.oak.com\)](http://asternet.oak.com)

2.7 Should customers wish to stay with friends and family during the process, Aster will reimburse/contribute to the costs associated with staying away from permanent home. These contributions are outlined in the table below; An expenses sheet is also available in the associated procedure.

Allowance if customer finds own accommodation	<p>Aster will be responsible for paying this per calendar week (7 days) with the below family sizes;</p> <p>Family of 1 - £80.00 Family of 2 - £130.00 Family of 3 - £175.00 Family of 4 - £210.00 Family of 5 or more - £250.00</p>
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2.8 We will consider a range of temporary housing options when the decision is taken to re-house a customer.

2.9 Should housing options be limited, Housing Team Members can consider re-housing customers into a guest room(s) in an Independent Living Scheme, if they are appropriate.

2.10 Aster is committed to supporting our customers throughout the re-housing process. Each customer will receive tailored support and guidance from the Housing Team Member and the Surveyor overseeing the project, or the Home Ownership Team. Each re-housing scenario is a unique event and will be managed on a case-by-case basis.

- 2.11 We will endeavour to complete the required repairs/maintenance work in a timely manner and with as little disruption as possible. The appointed surveyor is responsible for keeping both the customer and the housing team member updated with the progress of the works and any potential delays.
- 2.12 The customer is responsible for paying the rent, council tax and any other charges due at their permanent home, whilst Aster will pay the rent and council tax on the temporary home. The customer is also responsible for any utility costs at the temporary home only.
- 2.13 We will work with customers to find suitable alternative accommodation. However, should a customer refuse to leave their home when re-housing is necessary, we may take legal action which may require the customer to vacate their home.
- 2.14 Customers should be aware they have no legal right to remain in their temporary home and are expected to return to their permanent home as soon as it's been made ready.
- 2.15 Customer Voice is at the forefront of this policy. We are committed to continuous communication with our customers throughout the re-housing process, recognising the significant impact of any move.
- 2.16 Customers who wish to complain about any part of the re-housing process, can do so in line with our Complaints Policy. We will only pay compensation at the end of the Complaints process, where a service failure has been identified.
- 2.17 We will apply this policy consistently and fairly and will not discriminate against any person on grounds of their race, colour, ethnic or national origins, religion, sexual orientation, disability, gender, age, or any other matter that may cause a person to be treated with injustice.

Discretionary Disturbance payments

- 2.18 Aster will not compensate customers for the loss of personal belongings unless it can be proven Aster or one of our contractors were at fault for the damage to the possession or belonging.
- 2.19 Customers would normally be expected to claim on their home contents insurance for loss to personal belongings as a result of a fire, flood or other unforeseen circumstance.
- 2.20 Customers who are re-housed because their home has been identified for disposal, will be considered for disturbance payments. We may choose to pay customers a disturbance payment which will reflect the level of disturbance they have experienced.

Statutory Home Loss Payments

- 2.21 Home loss payments are a statutory entitlement under Section 29 of the Land and Compensation Act 1973.
- 2.22 We will pay a statutory home loss payment when a customer is required to move out of their home permanently due to redevelopment or improvement. However, this will only be paid providing we are satisfied the customer has an active tenancy and has lived at the property as their main and principal home, for at least one year prior to the re-house commencing.
- 2.23 The full amount a customer will be entitled to, as a statutory home loss payment is determined by Central Government. Information on this can be found at: [Land](#)

Leaseholders including Shared Owners

- 2.24 Should a Shared Owner need to be re-housed during their defect period, Aster would expect the property developer to cover the cost of any re-housing. The property developer should work with the customer to find suitable alternative accommodation. Aster does not have a responsibility to rehouse the customer in this scenario.
- 2.25 When a Leaseholder customer requires re-housing because of a repair issue, it is the responsibility of our insurers to cover the cost of this. Our insurers should look to source alternative accommodation collaboratively with the Leaseholder.
- 2.26 On occasions we may choose to pay for a Shared Owner/Leasehold customer to move into a hotel/BnB on an emergency basis because of a fire or flood, or another emergency. This is whilst our insurers may not be available to assist in the short-term.
- 2.27 As a responsible housing developer, we may choose to re-house our Shared Owners and/or Leaseholders under exceptional circumstances. The decision to do this will be managed on a case-by-case basis and will be overseen by the Home Ownership head of service.

3 Monitoring and Review

- 3.1 Policy updates will be delivered to the relevant teams to ensure the content and responsibilities are understood.
- 3.2 The policy will be monitored using the following methods:
- a) Monitoring of complaints made and those upheld
 - b) Satisfaction of communication during a re-housing.
- 3.3 The effectiveness of this policy will be continuously monitored, and the embedding of the policy scrutinised after 12 months by the *Customer Services Operational Leadership Team*
- 3.4 This policy will be reviewed every 3 years unless business need, regulation or legislation prompts an early review.

4 Related Policies and Procedures

- 4.1 Decant Procedure
- 4.2 Management Transfer Procedure
- 4.3 Repairs and Maintenance Policy
- 4.4 Responsive Repairs Procedure
- 4.5 Compensation Policy
- 4.6 Active Disposal – Tenanted Homes Policy
- 4.7 Active Disposal – Tenanted Homes Procedure
- 4.8 Lettings Policy
- 4.9 Lettings Procedure
- 4.10 Leasehold Management Policy

5 Governance			
Effective From:	21/01/2025	Expires:	20/01/2028
Policy Owner:	Regional Operations Director		
Policy Author:	Policy Officer		
Approved by:	<i>Customer Services Operational Leadership Team</i>		
Scheme of Delegation Reference:	RO55.17	Version Number:	V1.00