



Emergency Decant Procedure

| | | | |
|-------------------------------|------------|---|--------------------------|
| Procedure Reference: | | HAM01d (Previously HM40) | |
| Related Policy: | | HAM01 | |
| Effective date: | Dec 2021 | Review date: | Dec 2024 |
| Approved by P&PRG: | | Nov 2021 | |
| Owner: | Fiona Ross | Job Title: | Head of Housing Services |
| To be issued to: | | Ark Management All Housing & Asset Staff | |
| Method of Delivery: | | Email Policy LearnPro Policy Briefing Sheet | |

Version Control

| Date | Owner | Version | Reason for Change |
|-------------|-------------|------------|-------------------------|
| Mon YYYY | Insert Name | Insert No. | Insert Reason |
| Oct 2021 | Fiona Ross | V3.0 | Regular 3 yearly review |
| | | | |

Summary of Changes

| Section | Change |
|------------------|--|
| 1.0 | Simplified introduction |
| 2.0 | Removed references to other First Responders |
| Throughout | More specific reference to examples, following the flooding incident at Hoseasons in June 2019 |
| Appendix 2 | Removal of specific reference to contributory amounts |
| Appendices 7 & 8 | Removal of reference to City of Edinburgh Council Procedure |
| Appendices | 3 new appendices: Storage and removal of contents Rechargeable works |



Emergency Decant Procedure

Contents

| | |
|---|----|
| 1.0 Introduction | 4 |
| 2.0 Legislation & Regulation..... | 4 |
| 2.1 Scottish Secure Tenancy Agreement | 4 |
| 2.2 Housing (Scotland) Act 2001..... | 5 |
| 2.3 The Equality Act 2010 | 5 |
| 2.4 Scottish Social Housing Charter | 5 |
| 3.0 Standby and call out arrangements | 6 |
| 4.0 Liaison with other groups involved in an emergency situation..... | 6 |
| 5.0 Temporary Accommodation Options | 7 |
| 5.1 Assessment of damage | 7 |
| 5.2 Council Emergency Accommodation | 7 |
| 5.3 Staying with family or a friend | 8 |
| 5.4 Short-term accommodation | 8 |
| 5.5 Ark decant accommodation..... | 8 |
| 6.0 Tenant Negligence | 9 |
| 7.0 Tenant Home Insurance..... | 9 |
| 8.0 Payments..... | 9 |
| 8.1 Rent..... | 9 |
| 8.2 Housing Benefit..... | 9 |
| 8.3 Council Tax | 10 |
| 8.4 Utility Costs | 10 |
| 8.5 Redirection of Mail..... | 10 |
| 9.0 Removal and Storage of Items..... | 10 |
| 9.1 Removal of Items | 10 |
| 9.2 Storage | 11 |

| | |
|--|----|
| 10.0 Tenant’s Appliances | 11 |
| 10.1 Disconnecting and Reconnecting..... | 11 |
| 10.2 Gas Cookers..... | 12 |
| 10.3 Telephone Line..... | 12 |
| 10.4 TV/Satellite aerials | 12 |
| 10.5 Other electrical appliances and fitments installed by tenant..... | 12 |
| 10.6 Garden Sheds/Outdoor Storage | 12 |
| 10.7 Floor Coverings | 13 |
| 10.8 Curtains or Blinds..... | 14 |
| 11.0 Additional financial implications for tenants..... | 14 |
| 11.1 Loss of Earnings..... | 14 |
| 11.2 Travel Costs | 15 |
| 12.0 Association Insurance | 15 |
| 13.0 Complaints | 16 |
| 14.0 Implementation and Review..... | 16 |
| 14.1 Implementation | 16 |
| 14.2 Review..... | 16 |
| Appendix 1 Accommodation Assessment Form | 17 |
| Appendix 2 Contact details for Local Authorities | 19 |
| Appendix 3 Acceptance of Payment form | 21 |
| Appendix 4 Letter of acceptance for B&B accommodation | 23 |
| Appendix 5 Decant Agreement..... | 24 |
| Appendix 6 Maintenance Recharge Letter | 26 |
| Appendix 7 Mandate to remove goods | 27 |
| Appendix 8 Inventory of items in storage..... | 28 |
| Appendix 9 Incident Report Form..... | 29 |

1.0 Introduction

This procedure applies where a property owned by Ark becomes unsuitable for occupation as a result of an emergency situation.

This Decant Procedure aims to ensure that an effective service is provided to tenants who need to leave their home for a period of time to allow for required corrective works to be carried out. Ark recognises that such an occurrence can be stressful for tenants and that good levels of information and support are necessary. With this in mind, Ark will endeavour to have required works carried out as quickly as possible and to a high standard. The health and safety of tenants will be a main factor when decants are being considered.

This procedure only covers Ark Housing Association tenants. Should any emergency situations occur in any Care Homes that Ark owns this should be dealt with under the Business Continuity Planning Procedure G24.

2.0 Legislation & Regulation

2.1 Scottish Secure Tenancy Agreement

Ark issues a Scottish Secure Tenancy Agreement (SST) to tenants living in self-contained properties. It contains the following clauses, which serve to assist tenants and Ark in the event and prevention of significant damage to our properties. These are:

- 5.11 We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.
- 5.12 In an emergency, we have the right to make forcible entry to your house without notice. Examples of an emergency include, but are not limited to: serious water leaks into another property, gas leaks, carbon monoxide and smoke detectors being activated, structural defects and any situation that may be deemed by the Landlord to be a danger to the public.
- 5.14 If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a

result. You will be charged rent during this period but no more than you normally pay.”

It also contains information relating to the tenants’ responsibilities in terms of notifying Ark of required repairs which if not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

2.2 Housing (Scotland) Act 2001

The procedure adheres to the provisions of the Housing (Scotland) Act 2001. Section 11 (9) of the Act advises that:

‘Where the house that the tenant normally occupies under a Scottish Secure Tenancy Agreement is not available for occupation and the tenant has been temporarily accommodated in another house, then the house that they are occupying is to be regarded as the house for the purposes of the tenancy except for the powers of landlords to take action to secure possession of the house’. (This in effect means that if an Ark tenant is moved to another Association property on a temporary basis from their usual house, they will continue to enjoy full tenancy rights in the temporary house).”

2.3 The Equality Act 2010

The Equality Act 2010 applies to everyone who provides a service to the public and is based on all persons having the right to be treated with dignity and respect. Ark will ensure that the Equality Act 2010 is adhered to during its service to tenants and other customers. We will ensure that all residents are treated fairly, with support needs being met when required.

2.4 Scottish Social Housing Charter

The Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. This Procedure will take account of and comply with the relevant Outcomes contained within the Social Housing Charter:

Outcomes 1

Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

Outcome 4

Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH) by December 2020.

Outcome 5

Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

Outcome 13

Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

3.0 Standby and call out arrangements

There are no formal 'on call' arrangements by Housing and Property staff covering General Needs tenants who do not live near to Care and Support services.

In such cases if the emergency occurs out-with office hours, the emergency contractors and/or emergency services should be contacted (see [website](#)). If the property becomes uninhabitable as a result of the incident, tenants should contact the Local Authority Homelessness Department.

4.0 Liaison with other groups involved in an emergency situation

Depending on the severity of the incident, various parties will be involved in the decision making process Eg. Insurance Company, Loss Adjusters, Contractors appointed by Insurers. We will give our full support to those agencies directly involved, in particular to those taking a leading role in dealing with the incident and its' immediate aftermath.

Following an initial assessment of the incident and advice from appropriate authorities or contractors, we will review the situation on an ongoing basis in order to determine the most appropriate action required.

5.0 Temporary Accommodation Options

5.1 Assessment of damage

Where the damage is assessed to be extensive and as a result a property is considered to uninhabitable in the immediate future the tenant(s) and their household will be temporarily rehoused, i.e.:

- There is severe damage to the main living areas including bedrooms, **and/or**
- There is no power and/or water, and no likelihood of power being restored that day, **and/or**
- There is clear danger of the collapse of all or part of the building, an explosion or other danger to the health of the occupants;

Ark will seek to minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what properties are available at that time, although decanting in non-emergency situations can be delayed until suitable accommodation becomes available.

The Housing Services Officer (HSO) will complete the accommodation assessment form to ensure that all of the tenants needs are identified prior to any offers of alternative temporary accommodation being made. (**Appendix 1**).

5.2 Council Emergency Accommodation

If no other option is available, either immediately after the incident or if it is likely that the property will be uninhabitable for over a week and there are no family/friends able to provide accommodation, then an approach will be made to the relevant local authority Homeless Unit (**Appendix 2**).

The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing and this includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.

As a result the local authority must offer temporary accommodation to Association tenants and their families who are unable to remain in their homes as a result of an emergency.

The Emergency nature of this accommodation means that it may only be used for short periods. This will normally be provided to allow for repairs to be completed.

If the tenant refuses a reasonable offer from the local authority we will not pay the cost of B&B provision for more than 1 week, during which time the tenant will be expected to find their own alternative accommodation and cover the costs incurred.

5.3 Staying with family or a friend

This option may be considered for a short period, normally up to 1 week, unless the family member or friend states they are happy for the arrangement to continue for a longer period.

We will make a contribution towards the additional costs incurred by the family member/friend. This daily rate is determined by Ark's Insurance Company, therefore we will get advice from them at the time of the incident. The payments will be made to the tenant weekly, in arrears. The HSO should request bank details from the tenant to ensure that money is transferred when required. Only in the event that a tenant does not have a bank account should the HSO meet the tenant and provide cash each week at this point. The tenant will be issued with a cover letter and asked to sign an Acceptance of Payment Form (**Appendix 3**).

5.4 Short-term accommodation

Where the tenant is unable to stay with family or friends and the required work can be carried out within a relatively short time period, (normally up to 1 week), the will seek to obtain hotel / bed & breakfast type accommodation. The standard of accommodation provided will be set against "Travelodge / Premier Inn" standards.

The HSO will ensure that all records and recipients of the bookings will be saved in the electronic tenancy file and a diary note put on capita to confirm details including address of hotel, contact number and length of booking.

The tenant will be asked to sign a letter of consent (**Appendix 4**) prior to checking in to the hotel.

5.5 Ark decant accommodation

Where any required works are estimated to be long-term in their completion, Ark will aim to decant tenants to an available Ark property.

Where it is possible to decant the tenant to another Ark property they will be asked to sign a Decant Agreement (**Appendix 5**). Ark will endeavor to decant tenants into a similar size of property to their permanent home or other required size. Tenants who are decanted should

not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet the rental obligations of their permanent residence, and Council Tax charges .during the period of decant.

6.0 Tenant Negligence

If the damage has been caused by the negligence of the tenant or a member of their household we will not be obliged to find alternative accommodation. However in order to carry out repairs with the minimum of delay it may be in our interest to assist the tenant, and recharge them for the cost, each case will be considered on its own merit. The Senior Maintenance officer will issue a form which details the work that is required, timescale and the cost that the tenant will be liable (**Appendix 6**).

7.0 Tenant Home Insurance

Ark staff will inform all new tenants of the importance of contents insurance with information leaflets being included in all new tenant sign-up packs. Ark promotes the tenant content insurance on our website and from time to time in its' newsletter.

Where tenants have existing home contents insurance, they should notify their provider of items to be claimed and of any decant arrangement, as the insurance provider normally requires such notification if the permanent address will not be occupied for a period of time.

Ark will pay the cost of any increase in premium payments that results from the move to the decant property but only for the period of the temporary decant.

8.0 Payments

8.1 Rent

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

8.2 Housing Benefit

If the tenant is in receipt of full or partial housing benefit, the HSO will contact the relevant local authority housing benefits office or if the tenant is in receipt of universal credit housing

cost encourage the tenant to update their journal to advise that they have had to move into temporary accommodation.

8.3 Council Tax

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

If a void property is being used as a decant property, the Local Authority should be notified of the change of use. They should apply an exemption on the property for the duration of the temporary occupation.

8.4 Utility Costs

The HSO will arrange for meters to be read at both properties on the day of the move and will provide information to the Housing/Maintenance Administrator to contact electricity and gas (if relevant) suppliers advising that tenant is moving from their property to the decant property.

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

Ark will pay the standing charges for the tenant's permanent home for the duration of the decant period.

8.5 Redirection of Mail

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

If the tenant (s) moves permanently Ark 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 tenant household who has a different surname.

9.0 Removal and Storage of Items

9.1 Removal of Items

The Maintenance Officer (MO) will arrange the removal with an approved contractor firm and Ark will pay the costs directly to the contractor. The contractor will be required to provide packing materials in advance.

Assistance with packaging may be provided for tenants who are considered to not be able to do it themselves.

The tenant will be asked to sign a mandate which details Ark's liability for tenants items (**Appendix 7**).

A tenant can arrange their own move, but Ark will only pay the costs if the tenant obtains 3 quotes from reputable removal firms, and costs compare favourably with Ark costs.

These quotes would need to be obtained within 3 working days of advising the MO they wish to make their own arrangements

Payment will be made when the receipt is submitted or the removal firm confirms the cost in writing.

Ark will take no responsibility for the tenant's items when the tenant has used a contractor of their choice. The tenant would need to discuss liability for their items with the chosen contractor.

This process would be repeated when vacating and returning to the property.

9.2 Storage

The MO will arrange for storage and Ark will directly pay the costs for the decant period.

The MO will ensure that there is a detailed inventory of all of the items that are put in storage facility (**Appendix 8**). They will also ensure that the storage company provides confirmation of their responsibility while the tenants items are in the storage facility.

10.0 Tenant's Appliances

10.1 Disconnecting and Reconnecting

Ark will make arrangement for the following items to be disconnected and reconnected by Ark staff and Ark approved contractors where needed:

- gas or electric cooker

- telephone line
- TV/Satellite aerials
- washing machine
- dishwasher

10.2 Gas Cookers

If the tenant has a gas cooker, but there is no gas supply in the decant property, then the cooker will be stored and an electric cooker provided for the duration of the decant.

10.3 Telephone Line

The Housing Services Assistant (HSA) will arrange for the telephone to be disconnected and reconnected if the decant is for more than a week. Ark will pay the cost of the disconnection and reconnection directly to the telephone supplier.

10.4 TV/Satellite aerials

The MO will arrange for Ark to pay the cost of installing a TV aerial if there is not already one on the decant property. Where the tenant had permission to erect a satellite dish, Ark will reimburse the tenant for the satellite subscription cost, on proof of payment, for the decant period.

10.5 Other electrical appliances and fitments installed by tenant

The MO will to arrange for electrical and other fitments installed by the tenant to either be removed and stored, or to be made safe and left in place for the duration of the decant period. This may depend on whether the tenant needed and obtained permission from Ark to have the fitment installed in their current home. This cost will be covered by the Ark Adaptations Budget.

Ark will pay for the cost of any adaptations needed to the decant accommodation, where other suitably adapted properties are not available, in order to enable the tenant to sustain their tenancy. This may include moving existing adaptations from their current home. The advice of an Occupational Therapist will be obtained, where possible, before an adaptation is installed.

10.6 Garden Sheds/Outdoor Storage

If the tenant has obtained permission from Ark to put up a garden shed, then Ark will arrange and pay for the shed to either be removed and stored, or made safe and left in place for the duration of the decant period. If the shed is to be moved, it must be robust in structure and able to be dismantled.

10.7 Floor Coverings

Temporary Decant Accommodation

Ark will provide floor coverings in the temporary decant accommodation and will make arrangements where appropriate for the tenants existing floor coverings to be taken up and stored for the period of the decant.

Where possible floor coverings provided by Ark in the temporary decant accommodation will be lifted and refitted in the tenants own permanent home. If this is not possible Ark will not be liable to provide new floor coverings. The tenant can claim for this through their contents insurance or the HSO can assist to make an application to the Local Authority Welfare Fund.

Alternative Permanent Accommodation Secured

The expectation is that the tenant will maximise the refitting of existing carpets and only claim for those agreed areas where they cannot refit. Ark will pay the cost of taking up, refitting and, if necessary, adapting existing carpets. Where new floor coverings are required the HSO will engage the services of a carpet fitter to carry out this work.

The guideline prices inclusive of VAT to be used are listed below:

- £15 per square metre for living room.
- £10 per square metre for hall stairs and bedroom(s)
- £10 per square metre for vinyl flooring

The above prices include provision for underlay, gripper, door bars etc.

The payment for any new replacement floor covering will be conditional on the relocating tenant demonstrating that they are unable to reuse existing floor covering in the new home. Dimensions of the rooms in both properties will need to be used in justification of the claim.

If a tenant has foam backed carpets that cannot reasonably be refitted, they will be eligible for a standard replacement carpet allowance. Tenants will be given a choice of colours and type of floor covering within the guideline prices listed above.

The allowance will be paid directly to the carpet fitter up to the agreed amount. If there is doubt as to whether a floor covering can be reused, the HSO will rely on the advice of the carpet fitter.

10.8 Curtains or Blinds

Temporary Decant Accommodation

The general expectation is that the tenant will use their own curtains in the temporary decant accommodation. If they do not fit, then Ark will provide curtains in the temporary decant accommodation. The HSO will source the curtains/blinds.

The MO will make arrangements for the tenants existing curtains and blinds to be taken down and stored for the period of the decant or fitted in the temporary accommodation. They will also make arrangements for curtains and blinds to be returned and rehung at the end of the decant period.

Where curtains and blinds cannot be refitted, then the arrangements detailed under permanent move will apply.

Alternative Permanent Accommodation Secured

The general expectation is that the tenant will maximise the refitting of existing curtains and blinds and only claim for those window areas where they cannot refit or adapt. The cost of refitting or adapting existing curtains or blinds or having to buy new curtain tracks is an eligible cost.

A standard allowance for replacement or additional curtains or blinds will apply as follows (it will be adjusted on a pro-rata basis if curtains or blinds do not need to be replaced throughout the home):

- One bedroom property £200
- Two bedroom property £230
- Three bedroom property £270
- Four bedroom property £310
- Five bedroom property £350

The scale includes the cost of tracks, rails and any extra battening.

11.0 Additional financial implications for tenants

11.1 Loss of Earnings

Where a tenant has lost earnings as they have needed to take time off work on the removal day, then they will be compensated for loss of earnings on production of a letter certified by the employer. This will be limited to one adult per household.

11.2 Travel Costs

Where a tenant has to be decanted to temporary accommodation that is further away from work or education, then Ark will consider paying reasonable additional travel expenses for the period of the decant.

The tenant must provide proof of employment and provide address details of their place of work or confirmation that they are enrolled at an educational facility.

12.0 Association Insurance

It will be important to ensure that all relevant details of the incident are recorded, and especially that all costs incurred, including the loss of rent, are detailed.

Where the need for repair arises as a result of an insured event, Ark will submit a claim to recover the costs from its' insurance broker. Records, photographs and receipts should be retained to substantiate any claim in events such as:

- Flood
- Fire
- Storm damage
- Dampness
- Impact by motor vehicle

The Association will seek to claim lost rental monies, removal costs, accommodation, work costs and any storage costs

The Senior Housing Services Officer (SHSO) and Senior Maintenance Officer (SMO) will ensure that the Incident Report Form (**Appendix 9**) is completed at each stage of the process and that cost details are added as they become available.

The SHSO and SMO will check with the Head of Compliance & Improvement to confirm which costs are covered by the current insurance policy and Ark will be reimbursed.

Costs to be reclaimed will be passed to the SMO dealing with the insurers over the repairs costs (see the Maintenance procedure M27).

The SHO will also ensure that all costs are allocated to the correct cost centre.

The costs which are likely to arise for Ark will include:

(i) Rent loss: If the house is uninhabitable and thus the tenant is unable to live in it, until such time as we have carried out any work for which **we are responsible** to make the house habitable, the tenant will be liable for the rent charge and will be notified accordingly in writing when their liability ends and re-commences. The loss of rent will be claimed under the insurance policy.

(ii) Reasonable alternative accommodation costs.

(iii) Storage costs.

(iv) Removal costs.

(v) Re-connection charges,

(vii) Rebuilding/repairs.

13.0 Complaints

A tenant who is in need of temporary alternative accommodation because of an emergency will be made aware of this procedure and Ark's Housing Management Policy.

Tenants who feel that Ark have not delivered the service outlined in this procedure have the right to complain.

Complaints will be dealt with in accordance with Ark's Complaints Policy, a copy of which can be obtained on request.

14.0 Implementation and Review

14.1 Implementation

The Head of Housing Services is responsible for ensuring that this procedure is implemented.

14.2 Review

The Head of Housing Services will ensure that this procedure is reviewed following each incident, and at least every 3 years.

Appendix 1 Accommodation Assessment Form

Please fill in this form carefully and clearly. When completed, please return to your Housing Services Officer or alternatively you can post to Ark Housing Association, The Priory, Canaan Lane, Edinburgh, EH10 4SG

Full Name(s): _____ Date of birth: _____

Address: _____

Phone: _____ Email _____

Please list below any other people who will live with you.
 If you are applying for accommodation solely for yourself, then go to the next section.

| Full Name | Date of Birth | M/F | Relationship to You |
|-----------|---------------|-----|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Do any members of your household have a medical or physical problem? Please answer all the questions given below.

Does anyone in your household have a disability? YES/NO
 Is anyone in your household registered disabled? YES/NO
 Does anyone in your household need ground floor, or another specific kind of accommodation? YES/NO
 Does anyone in your household require Wheelchair adapted accommodation? YES/NO
 Does anyone in your household require specialist equipment YES/NO

If you answered yes to any of the above, please provide further details below.

Please note the Association does not normally allow dogs or cats to live in properties with a shared garden.

Permission must be sought and obtained in writing to keep pets in all circumstances.

Does your household currently have any pets YES NO If YES please provide further details

Please provide any other information you feel is relevant to your assessment.

I certify that my answers are true and complete to the best of my knowledge.

Signatur: _____ Date: _____

Appendix 2 Contact details for Local Authorities

| Local Authority | Contact Details | Support Offered |
|------------------|--|---|
| Scottish Borders | (8:45-17:00 Mon-Fri) 01896 661 385 Out of Hours: 01896 752 111 | ARK or tenant can get in touch and they will try to find accommodation for them from their list of temporary accommodation, if none is available they use a local B&B and if this is also unavailable they work with a Christian Shelter. |
| Midlothian | (8:00-17:00 Mon-Fri) 0131 271 3397 Homelessness.enquiries@midlothian.gov.uk | Tenant can call/email to speak to a Temporary Accommodation Officer to go over housing needs. |
| East Lothian | (8:00-17:00 Mon-Fri) 01620 827 536 – ask for Duty Officer Out of Hours: 0800 169 1611 | Call and speak with Duty Officer about needs. |
| West Lothian | (8:00-17:00 Mon-Fri) 01506 280 000 | Tenant can call or visit any local office to have an interview to determine needs for temporary accommodation. |
| Edinburgh | (8:30-17:00 Mon-Fri) 0131 529 7125 Out of Hours: 0800 032 5968 | Temporary accommodation available changes daily, would be best for ARK to get in touch rather than the tenant. |
| Clackmannanshire | (9:00-17:00 Mon-Fri) 01259 225 115 Out of Hours: 01259 450 000 | Tenant can call and will be asked to attend interview to assess needs. Temporary accommodation will be provided if necessary during assessment process |
| Falkirk | (9:00-17:00 Mon-Fri) 01324 503 600 Out of Hours: 0800 587 4440 | Tenant would need to do an assessment at the Council's office. If request came in after 5, they would be given overnight accommodation then need to do the assessment in the morning. |

| | | |
|-----------------|---|---|
| Fife | (8:00-17:00 Mon-Fri) 03451 550 033 Out of Hours: 0800 028 6231 | Tenant can call and arrange interview to assess their living situation, temporary accommodation can be arranged during this process if necessary. Temporary accommodation isn't free but low income households may qualify for housing benefit to help with it. |
| Angus | 03452 777 778 (All hours) | Tenant can call and give details on general council line and would then get a call back by someone who deals with their area to arrange temporary accommodation. |
| Aberdeen City | 0800 917 6379 (Homeless Helpline) Marischal College, Broad St, Aberdeen AB10 1AB | If not out of hours, best to go to Marischal College and explain that they are in need of temporary accommodation. If out of hours (after 17:00) call helpline separate from council. |
| Aberdeenshire | 01467 638 332 | ARK can get in touch and give details on the location and size of temporary accommodation needed and how long for. |
| Moray | 03001 234 566 (9:00-17:00 Mon-Fri) Out of Hours: 03457 565 656 Housing.options@moray.gov.uk | Best for Housing Officer to get in touch first, then contact will be made with the tenant to arrange an interview. |
| Western Isles | 01851 822 821 (9:00-17:00 Mon-Fri) Out of Hours: 01851 701 702 | Temporary accommodation available changes daily, tenant can get in touch with council to ask for accommodation. |
| Perth & Kinross | 01738 476000 and request to be transferred to the Housing Options and Support Team | Tenant can call and will be asked to either go to one of their Local Offices or to their main Housing Options Team at Pullar House. Go through an interview to determine housing/support needs and then passed to an appropriate team to arrange accommodation/support. |

Appendix 3 Acceptance of Payment form

Tenant Name

c/o Address

Postcode

Date

Dear (tenant name)

Decant payments for staying with family/friends

Following your temporary move to (insert temp address) while we repair the damage to your home at (insert tenancy address), I am writing to confirm that ARK Housing Association will make a contribution towards the costs of your host, in the form of a payment to you.

The payment will be at the rate of £(insert figure) per week, paid in arrears via a BACS payment (preferred) or a cheque payment.

Payment details for the period [date] to [date] is enclosed, along with an Acceptance of Payment form and a pre-paid reply envelope. Please sign and date the form where marked by 'x' and return it to me immediately in the envelope provided. Alternatively you can email acceptance of payment to housing@arkha.org.uk

If you are due another week's payment we will send this to you after the end of the next week, **so long as** this form/acceptance of payment via email has been sent back to us. If we do not receive this we will not send the next payment.

If you have any questions about this letter please contact me by phone or email at the address below.

Yours sincerely

[Name]

Housing Services Officer

(Tel no)

ACCEPTANCE OF PAYMENT – STAYING WITH FAMILY/FRIENDS

Tenant name:

Address:

Temporary address:

I confirm I have received the payment(s) listed below for the period(s) detailed, as a result of having to stay with a family member/friend at the above temporary address while repairs on my home are carried out.

| Dates [from/to] | Weekly rate | Running Total | Tenant’s signature | Date |
|-----------------|-------------|---------------|--------------------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If you have received this form by post, please ensure that you sign and date it immediately then return it in the reply-paid envelope enclosed. Alternatively you can email acceptance of payment to housing@arkha.org.uk

We will not send you the next payment due until we have received this form or email verification back from you.

Appendix 4 Letter of acceptance for B&B accommodation

Tenant Name

Address

Postcode

Date

Dear (tenant name)

Temporary B&B Accommodation

Following our recent discussions about the need to decant you from your home while repairs are carried out, I am writing to confirm that we have arranged temporary accommodation at a local Bed & Breakfast (add B&B details).

This accommodation will be for a limited time only while we seek alternative accommodation for a longer term. We will offer you alternative suitable decant accommodation, either another ARK property or the property of another landlord, including the local Council.

If you refuse a reasonable offer of decant accommodation we will be entitled to advise you that we will no longer pay for the Bed & Breakfast accommodation from a specified date; you will then be responsible for meeting the costs, and/or finding your own accommodation, from that date.

Please confirm that you understand and accept this condition by signing and returning the second copy of this letter in the stamped addressed envelope provided.

If you have any further questions about this arrangement please contact me as quickly as possible.

Yours sincerely

[Name]

Housing Services Officer

(tel no)

Appendix 5 Decant Agreement

Between

..... (“Landlord”)

And

..... (“Tenant”)

I, (*insert name of tenant*), currently residing at (*insert tenancy address*) hereby accept that I am required to move into alternative accommodation at (*insert decant property address*)(“the decant property”) for a temporary period until (*insert decant period date if known*) pending repairs being carried out in the property at (*insert tenancy address*).

I, (*insert name of Landlord*) hereby agree to provide to (*insert name of tenant*) the decant property solely for use as decant accommodation from (*insert decant start date*) until (*insert decant end date*). We hereby accept that the Tenancy Agreement dated (*insert date*) between us (“the Tenancy Agreement”) shall remain in force throughout whilst (*insert name of tenant*) resides in the decant property. This Agreement shall remain in force until no later than (*insert date*) (“the decant period”).

At the expiry of the decant period this Agreement shall automatically terminate. This Agreement does not confer any right on (*insert tenant name*) to continue to reside in the decant property after the decant period.

In particular:

(*insert tenant name*) agrees that they continue to be liable to pay the equivalent of the monthly rent under the Tenancy Agreement of (*insert current monthly rent*) during the decant period. This payment does not confer any right to continue to reside at the decant property after the decant period

(*insert tenant name*) agrees to return to the property at (*insert property address*) as soon as the repairs have been carried out and upon being requested to do so by the Landlord.

(*insert tenant name*) agrees to ensure to take reasonable care to prevent damage to the decant property, decoration, furniture, fixtures and fittings and common parts.

(*insert tenant name*) agrees to pay for the cost of any repairs necessary to the decant property due to damage caused by the tenant, those living with the tenant or their visitors.

Tenant Signature

Tenant Name (PRINT)

Witness Signature

Witness Name (PRINT)

Witness Address

Date

Appendix 6 Maintenance Recharge Letter

Letter still required

RECHARGEABLE REPAIRS

The following repairs will normally be the tenant's responsibility:

- All damage caused either willfully, accidentally or negligently by the tenant, a member of their household or a visitor.
- Blocked waste pipes or drains within the property boundary.
- Blocked sinks and toilets.
- Replacing or fitting tap washers (dripping taps).
- Replacement basin or bath plugs and chains, pull cords.
- Damage caused by leaks from tenants' washing machines or dishwashers.
- Repair to or replacement of toilet seats.
- Replacement carbon monoxide and smoke alarm batteries.
- Replacement internal light bulbs, tubes and starter switches.
- Resetting tripped electrics, if caused by a tenant's electrical appliance.
- Replacement electric plugs and fuses.
- Internal TV aerials.
- Internal decoration.
- Dealing with pest infestations.
- Replacement or additional keys.
- Repairs to door as a result of a forced entry due to loss of keys, being locked out or Police action.
- Repairs or replacement of whirly gig poles and ropes, washing lines and poles, pulleys,

The tenant may arrange for such repairs themselves. If ARK arranges for a contractor to carry out any of the above work, the tenant will normally be charged unless there are special mitigating circumstances.

Appendix 7 Mandate to remove goods

Removal of Goods Mandate

Housing Association Name: Ark Housing Association Ltd

Address: The Priory,
Canaan Lane
Edinburgh EH10 4SG

Telephone: 0131 447 9027

Tenant's Name:

Tenant's Address:

Contact Details:

To be completed by tenant

I agree that staff of Ark Housing Association Ltd and (insert removal company name if known) may access the above property for the purpose of removal of goods within for storage purposes.

Signed: _____

Name (Printed): _____

Date: _____

Appendix 9 Incident Report Form

| | | |
|--|---|------------------------|
| Date & time of incident | Date: | Time: |
| Address | | |
| Brief description | | |
| Period temporary re-housing is required for | 1 -7 days / 8 – 28 days / 29 days + | |
| Temporary re-housing options | Friends or family / B&B or hotel / Ark decant property / LA temporary accommodation / Private lease | |
| Insurance broker notified | Date: | Case Reference number: |
| Contractor contacted to make safe / board up | Contractor: | Contact details: |
| | Date: | |
| Tenant updated with progress on repairs | Date(s): | |
| Contributory payment(s) | Date(s) | Amount |
| Costs incurred | Description | Amount |

Continue overleaf for any additional information, if required.