

Alternative Accommodation (Decant) Policy

OCTOBER 2025

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1. PURPOSE

- 1.1 This policy explains when and how Camden Council will “decant” tenants from their homes. Moves may be on an emergency, temporary or permanent basis to allow repairs, modernisation or redevelopment that cannot be done while the tenant remains at home. A move may also be required on safeguarding grounds.
- 1.2 The policy does not create new procedures. It formalises current practice, sets out how the Council arranges alternative accommodation for affected tenants, and describes the practical and financial support available. It also explains how we comply with legal, regulatory and internal requirements, and supports the transparent use of public funds.

2. SCOPE

- 2.1 This policy applies to:
- Secure and introductory tenants
 - Council leaseholders in exceptional circumstances
- 2.2 This policy does not apply to:
- Unauthorised occupants
 - Lodgers
 - Sub-tenants of Camden Council’s leaseholders
 - Tenants of other landlords
 - Statutory homeless households in temporary accommodation
 - Local or estate-specific decant or rehousing plans for redevelopment or regeneration schemes

3. DEFINITIONS

- 3.1 For the purposes of this policy and related documents, the following definitions apply:

Decanting: The process of moving tenants from their home when repairs, modernisation or redevelopment cannot safely or practically proceed with the household remaining in occupation. This is different from a transfer, which generally happens because the tenant makes an application to move home.

Alternative accommodation: The term used for the accommodation that is provided during the process of “decanting”.

Principal home: This is the tenant’s main home, from which they are being relocated, either on a temporary or permanent basis.

Household member: A person who is authorised to live at the tenant’s principal home at the time of the decant, as accepted by the Council through its allocations and tenancy records. This does not include visitors, lodgers, licensees, sub-tenants, or anyone whose main home is elsewhere.

Housing Health and Safety Rating System: This is the statutory, risk-based method under the Housing Act 2004 that councils use to assess health and safety hazards in homes and decide what action is needed.

Awaab’s Law: The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 is commonly known as “Awaab’s Law”. This sets out the legal duty on social landlords in England to investigate and fix damp, mould and other housing hazards within set time limits.

Vulnerability: A situation where a resident or household faces barriers to accessing our housing and property service, which could lead to disadvantage. Vulnerability may not be a fixed state and can change over time.

4. ROLES AND RESPONSIBILITIES

Role	Responsibility
Neighbourhood Housing	Oversee implementation of the policy, and authorise payments and accommodation decisions where appropriate.
Repairs	All aspects of the repairs and maintenance process, from initial assessment through to completion, including recommendation for alternative accommodation.
Legal Disrepair	All aspects of the Legal Disrepair process, including initial assessment, co-ordination of inspections and reports, and escalation of health and safety concerns.
Building Safety	Conduct person-centred fire risk assessments to ensure vulnerable residents are identified and placed in appropriate accommodation.
CIP Rehousing	Devise local lettings plans for estate renewal schemes, and manage the decant and right to return processes as required.
Anti-Social Behaviour	Assess risk and rehousing options in ASB-related cases and manage actions to support the tenant’s return where appropriate.
Temporary Accommodation and Allocations	Responsible for sourcing and placing tenants into temporary alternative accommodation, allocating permanent alternative accommodation, and approving direct offers.
Adult Social Care	Co-ordinate support for adults with care needs, advise on reasonable adjustments, and arrange care/equipment.
Children’s Services	Support decants for families, safeguard children and young people, and help maintain education/SEND continuity.

5. POLICY STATEMENT

5.1 Background

- 5.1.1 As a landlord, Camden Council has duties and obligations that are set out in our tenancy agreements and/or the Landlord and Tenant Act 1985. At a minimum, we must:
- a) keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes).
 - b) keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity).
 - c) keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.
 - d) keep the property fit for human habitation.
 - e) having had notice of the relevant defect, we must carry out repairs within a reasonable time.
- 5.1.2 The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (known as “Awaab’s Law”) sets out timeframes for carrying out works in certain circumstances, in particular, where there is a “significant hazard” or an “emergency hazard” at the property. The Council must:
- investigate any potential emergency hazards and, if the investigation confirms emergency hazards, undertake relevant safety work as soon as reasonably practicable, both within **24 hours** of becoming aware of them.
 - investigate any potential significant hazards within **10 working days** of becoming aware of them.
 - undertake relevant safety work within **5 working days** of the investigation concluding, if the investigation identifies a significant hazard.
 - begin, or take steps to begin, any further required works within **5 working days** of the investigation concluding, if the investigation identifies a significant or emergency hazard. If steps cannot be taken to begin work in **5 working days** this must be done as soon as possible, and work must be physically started **within 12 weeks**.
 - satisfactorily complete all works within a reasonable time period.
 - secure the provision of suitable alternative accommodation for the household, at the social landlord’s expense, if relevant safety work cannot be completed within specified timeframes.
 - keep the named tenant updated throughout the process and provide information on how to keep safe.
- 5.1.3 Camden may also improve the homes it manages or redevelop estates to provide better quality housing for current and future tenants.

5.2 When alternative accommodation may be required

5.2.1 Alternative accommodation generally falls into one of the following categories:

- Temporary: unplanned or planned
- Permanent: unplanned or planned

5.2.2 The Council understands that moving home can be disruptive and distressing. We prioritise completing works with residents in their homes wherever it is safe to do so, making reasonable adjustments around daily routines and care needs. A temporary or permanent move will only be required as a last resort.

5.2.3 To assess if a decant is required and what type, the Council will consider the following (but is not limited to):

- a) Whether the home is uninhabitable: for example, non-compliance with the HHSRS, major internal structural damage, unsafe electrics, serious damp or mould posing an immediate health risk, or significant flooding.
- b) Whether the works would leave the home insecure for all or a significant part of the time.
- c) Whether any tenant or household member has vulnerabilities or medical needs that make it difficult to remain at the property during the works.
- d) Whether there is an immediate risk of violence or serious harm to any household member.
- e) Whether vacant possession is required to deliver an estate renewal or regeneration scheme under the Community Investment Programme (CIP).
- f) Whether the home can be made safe within the statutory timescales for damp, mould or other emergency hazards mandated by Awaab's Law. Where it cannot, the Council must offer alternative accommodation until repairs are completed.

5.2.4 Access for inspections

To decide if a decant is needed, Council officers must be allowed to inspect the home. Tenants are legally required to allow reasonable access after notice is given. Under Awaab's Law, the Council must investigate and fix damp, mould and other emergency hazards within strict timeframes; refusing access or missing appointments does not pause these deadlines.

If access is refused without good reason, the Council will escalate matters. This can include asking the court for an order requiring access, using legal powers to enter with a warrant and, in emergencies, using forced entry to make the home safe. Persistent refusal is a breach of tenancy and may lead to enforcement action, including possession proceedings. The Council will always try to agree appointments at reasonable times and offer support, but will use these powers where needed to protect the health and safety of residents, and meet our statutory duties.

5.3 Provision of alternative accommodation

- 5.3.1 Health and safety comes first, with particular care for residents who may be more affected by age, disability or other vulnerabilities. If risks cannot be controlled safely while residents remain at home, we will prioritise alternative accommodation. In the most serious cases, where a significant risk remains and a household declines to move, the Council may take legal action to secure a move to alternative accommodation so essential works can be completed, and everyone's safety is protected.
- 5.3.2 Camden faces acute housing pressures. While we try to provide for each household's needs and preferences, availability of alternative accommodation is extremely limited. Offers may differ from the current home in property type, floor level, location, and amenities, and, in emergency moves, may be the first available home that meets core requirements.
- 5.3.3 Larger homes, in particular, are very scarce. For urgent relocations we may provide an interim home that meets essential sleeping arrangements until works are complete or other options arise.
- 5.3.4 We try to minimise disruption by keeping households close to schools, healthcare, and support networks. High demand for temporary accommodation means this cannot always be achieved; offers may be elsewhere in the borough, and sometimes outside the borough.
- 5.3.5 Where there are evidenced medical or mobility needs, we prioritise level access and necessary aids or adaptations. If an adapted home is not immediately available, we may use temporary measures or minor works, or arrange adaptations promptly after move-in.
- 5.3.6 Sheltered housing tenants will, where possible, move within the same scheme or to another sheltered property. If this is not feasible, a general needs home may be used if this is assessed as suitable. Tenants from a general needs property who are temporarily relocated into a sheltered housing property will need to meet the required standards for that scheme.
- 5.3.7 In most cases tenants continue paying rent on their principal home while the Council covers rent on the temporary address, so overall rent remains unchanged. Tenants are responsible for Council Tax on the temporary address, and we will confirm charges in advance to support budgeting.

5.4 Temporary alternative accommodation

- 5.4.1 Unplanned temporary moves are emergency relocations after sudden events such as fire, flooding, structural failure or serious safeguarding concerns; in some cases, only vulnerable residents need to move. We will act immediately to secure alternative accommodation. This may include a hotel or B&B, another Camden Council property, or private rented housing. Where appropriate, we may agree a short stay with friends or family and cover reasonable costs. If the emergency occurs outside office hours and staying with friends or family is not an option, we will provide overnight accommodation (usually B&B) and complete a full needs assessment the next working day.
- 5.4.2 We plan temporary relocations for major works that make a home uninhabitable, for example, structural repairs or damp-proofing. Routine kitchen, bathroom or heating upgrades are usually done with the tenant in occupation. To minimise disruption, moves start once works are confirmed and end as soon as they finish. We consider proximity to schools, services and support, although this is not always possible. Our approach to refusals is set out in (5.6.4).
- 5.4.3 In all cases, Camden will assess the need for temporary moves based on the nature, urgency, and duration of the disruption, taking into account vulnerabilities and medical requirements. A tailored decant support plan will be agreed with the tenant, including anticipated return dates and any necessary adaptations and mitigations. The need to move temporarily will not affect the tenant's place on the waiting list for a regular transfer: applications will be based on their principal home, and tenants can still bid while at the temporary property.
- 5.4.4 The Council's financial responsibilities:
- a) Accommodation and reasonable subsistence for hotels and B&Bs where cooking facilities are not available. Room service and alcohol are not reimbursed.
 - b) Where tenants are moved into self-contained accommodation without access to essential household items, the Council may assist with moving the tenant's essential items, particularly if there is a welfare need.
 - c) Financial support may be withheld if the relocation is caused by a tenant's or household member's wilful or negligent actions.
- 5.4.5 Tenants' financial responsibilities:
- a) Tenants pay rent for their principal home, including any arrears repayments; the Council will pay the rent and rebateable charges for the temporary home.
 - b) Council Tax is payable at the alternative address, and tenants must notify the relevant authorities about changes.
 - c) As a general rule, the tenant is responsible for paying utility bills at the alternative accommodation, and Camden will continue to cover eligible utility charges at the principal home where these remain payable during the decant. However, district heating charges are treated as follows:
 - Where both the principal home and the alternative accommodation are supplied via Camden's district heating network, the tenant remains liable for the applicable district heating charges in the ordinary way. Specifically, they continue paying district heating charges through their rent for their principal home, and the Council will pay rent and heating charges for the decant home.

- Where the principal home is supplied via Camden's district heating network, but the alternative accommodation is not, the Council will reimburse the tenant for the district heating element of the principal home rent, for the agreed duration of the decant period.
 - Where the alternative accommodation is supplied via Camden's district heating network but the principal home is not, the tenant will be liable for the heating element of the rent at the alternative accommodation, and the Council will meet the costs of the rent and other non-rebatable charges for the duration of the decant period.
- d) If the tenant delays their move back to their principal home beyond the agreed return date, they may be charged rent, Council Tax and utilities for both properties from the expected move-back date.
- e) The Council will seek to recover from the tenant the full costs of any damage to the temporary property that is the result of their wilful or negligent actions.

5.5 Permanent alternative accommodation

5.5.1 Unplanned permanent moves include situations where we know from the outset that essential repairs will take more than eight weeks and the tenant chooses a permanent move, as per our Housing Allocations Scheme. In other situations, an emergency move might become long-term due to ongoing safety or safeguarding risks, such as domestic abuse or other violence: in these circumstances, the tenant may remain in the temporary home permanently if it is a Council property, the tenant agrees, and the appropriate Director approves this decision.

5.5.2 Planned permanent moves are typically required where:

- a) A property or block is scheduled for demolition, disposal, or redevelopment.
- b) The condition of the property means refurbishment is not viable or cost-effective.
- c) Camden Council holds a head lease for the property and is not the freeholder, but it is not feasible to extend the lease, meaning there is no security of tenure for the resident.
- d) The works required would displace the tenant for more than eight weeks.

In these circumstances, Camden will consult with affected tenants from the earliest stages, and ensure alternative accommodation is arranged.

5.5.3 In all cases, tenants requiring a permanent move will receive maximum priority under the Council's Allocations Scheme. Wherever possible, tenants will be offered homes of a similar type, size and location. However, tenants who are under-occupying will generally be offered a smaller property that meets their current needs, and may be financially incentivised to downsize.

5.5.4 The Council's financial responsibilities:

- a) Home Loss Payments are a one-off statutory payment made only to tenants who permanently lose their home due to Council-led redevelopment or demolition. To qualify, the tenant must have lived in the property as their main home for at least 12 months. Any outstanding rent arrears or housing-related debts owed to the Council will be deducted from the Home Loss Payment.
- b) Disturbance Payments cover reasonable, documented expenses incurred as a direct result of moving. This is based on the principle of equivalence: tenants should be reimbursed so they are not financially better or worse off. Typically, instead of the tenant having to make payments in advance and claim monies back, the Council will organise and undertake the works themselves or pay contractors directly. Eligible costs may include removals, disconnection or reconnection of appliances, and redecoration.

5.5.5 Tenants' financial responsibilities:

- a) The tenant will continue to pay rent until their tenancy ends at their principal home. If there are rent arrears, any outstanding debt will remain on the (now former) account and tenants will continue to be liable for repayments.

5.6 Our overall approach

5.6.1 Principles

The Council acknowledges that a move into alternative accommodation is often not by choice and can be a source of significant disruption and distress. In managing decants, we will:

- a) **Prioritise resident safety:** act urgently where there is an ongoing health or safety risk, including Category 1 hazards, or duties arising under Awaab's Law.
- b) **Minimise disruption:** give as much advance notice as possible, complete works efficiently, and support the wellbeing of the household as far as possible.
- c) **Communicate clearly:** provide timely updates in accessible formats and at agreed intervals.
- d) **Meet needs fairly:** make reasonable adjustments and tailor support, informed by our Vulnerability Policy.

5.6.2 Consultation and communication

The Council has a duty to consult with tenants where they are substantially affected by housing proposals. For planned moves, consultation occurs at a formative stage, and all affected tenants are invited to participate. For all moves, we will provide information on the reason for the move, expected timeline, and the tenant's options. Communication will be in accessible formats, and where appropriate and with consent, we may liaise with a nominated representative such as a family member or carer.

5.6.3 Single point of contact and decant support plan

A named officer will be the tenant's main contact for the duration of the move. Depending on the circumstances and length of the decant, this may be any appropriate officer within Housing Services. The officer will coordinate the relocation and tailored support, which may include housing options and benefits advice, accompanied viewings, removals and transport, minor aids and adaptations, and help switching utilities; additional support is available for vulnerable tenants. For planned relocations, each tenant will receive a decant support plan setting out how and when we will communicate, the scope and timetable of works, the available housing options and next steps, any financial and practical entitlements, and any specific support required.

5.6.4 Direct offers and refusal to move

We aim to maximise choice, but in limited circumstances, and in line with our Allocations Scheme, we will make direct offers to enable urgent moves, or to deliver the Community Investment Programme and other redevelopment work. Given the acute shortage of Council housing, we may not be able to meet all tenants' preferences.

- **Temporary moves:** We will usually make a single direct offer of the first available property that is suitable for the household's core requirements. Where there is a serious and ongoing health or safety risk, we may proceed after one direct offer to take legal action to secure a move, including to meet duties under Awaab's Law.
- **Permanent moves:** If the first offer is refused, we will make a second and final offer. This will be the next available, similar sized home that meets any disability-related needs and is as close as reasonably practicable to the tenant's preferred area. Failure to respond by the stated deadline without valid reason will be treated

as a refusal. If a tenant unreasonably refuses two offers, we may seek a court order to secure a move.

5.6.5 Preparing to move and property condition

Tenants must pack their belongings; where we identify vulnerability, we may arrange packing via our contractor. Before the move, tenants clear the home and leave it clean; items left may be disposed without compensation. Personal fixtures and fittings are removed unless the property is to be demolished, in which case we will ask tenants to sign a disclaimer confirming no compensation for these items. Tenants must provide access for Council contractors as required before the move.

5.6.6 Tenancy status, access and security during a decant

Tenants retain security of tenure on their principal home. For Council-owned provision, tenants will typically sign a licence agreement for the alternative accommodation. While works are in progress, we will secure the property as an active works site. This will include changing the locks and retaining keys until it is safe to return. Tenants will not have unsupervised access during the decant. These measures are temporary site safety steps and do not affect the tenant's secure tenancy or right to return.

5.6.7 Right to return

Where essential repairs to a property are expected to take under eight weeks, the Council will provide temporary alternative accommodation, and the household is expected to return to their principal home when works are complete. Where relocation is for redevelopment or regeneration, tenants are offered the option to return to a newly built home on the scheme. Homes are allocated according to assessed housing need at the time, under a local lettings plan that may vary from the usual allocations rules to support right to return commitments and community needs.

5.6.8 Failure to leave alternative accommodation

We will confirm in writing the expected completion date and the date the household must leave the alternative address. If a tenant refuses to return when required, we will take legal action to end the licence and recover possession. Rent and Council Tax for the alternative address remain payable until it is vacated, in addition to any charges on the principal home. It is unlikely that Housing Benefit/Universal Credit housing costs or Council Tax Reduction will apply to both addresses.

5.6.9 Pets

The tenant must ensure all pets are taken with them to the new property, or to an alternative home before they move out. The Council is not responsible for finding alternative accommodation for household pets, but will always make sure that assistance animals for which the tenant has obtained permission are accommodated.

5.6.10 Liability for damage

If the need for alternative accommodation arises due to tenant negligence or deliberate damage, the Council may recover the cost of repairs or refurbishment, in line with our recharge policy.

5.7 Leaseholders

5.7.1 Early consultation

If planned works require leaseholders or their tenants to vacate their homes temporarily or permanently, the Council will initiate full consultation at the earliest opportunity.

5.7.2 Provision of alternative accommodation

While the Council does not have a general obligation to provide alternative accommodation for leaseholders, it may do so where:

- a) There is a contractual obligation under the terms of the lease.
- b) The leaseholder is physically or mentally unable to make their own arrangements and lacks support to do so.
- c) Providing alternative accommodation facilitates the progress of essential works or redevelopment.

Any leaseholder temporarily relocated to Council-owned housing will be required to return to their principal property as soon as works are completed, and may be recharged for the cost of the temporary accommodation where appropriate.

5.7.3 Tenants of leaseholders

Where a leaseholder has sublet the property, they remain responsible for arrangements with their tenant, including matters of rent, compensation or providing alternative accommodation.

5.7.4 Compensation and insurance

Where there is a statutory duty, the Council will compensate leaseholders for the loss of their home in accordance with statute. Otherwise, they will be expected to recover their costs through their own insurance cover. If the occupants are the tenants of a Council leaseholder, negotiations will be conducted directly with the leaseholder. Leaseholders may also be eligible for statutory Home Loss Payments and Disturbance Payments.

5.7.5 Refusal to move

The Council may take legal action if it is prevented from fulfilling its repairs and maintenance obligations, or if redevelopment is delayed, as a result of a leaseholder refusing to be relocated without reasonable cause.

6. DIVERSITY, INCLUSION AND HOLISTIC SERVICES

- 6.1 A full Equalities Impact Assessment (EqIA) has been completed and will be published alongside this policy. The EqIA draws on two decades of decant data, borough-wide demographic evidence, and insights from frontline practice. The EqIA has directly shaped the commitments set out in this policy, including tailored support offers and inclusive engagement approaches. It will continue to inform implementation, including procedure design, staff training, and case monitoring, to ensure equalities is embedded at every stage of the decant process.

7. REVIEW

- 7.1 This policy will be reviewed in three years, or sooner if required by changes in legislation, regulation, or the service.

8. RELATED DOCUMENTS

8.1 Legal framework

Our approach to decants is underpinned by the following legislation:

- Land Compensation Act 1973
- Landlord and Tenant Act 1985
- Housing Acts 1985 and 1988
- Planning & Compensation Act 1991
- Equality Act 2010
- The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025, commonly known as “Awaab’s Law”

8.2 Regulatory framework

The Regulator of Social Housing’s Safety and Quality Standard sets out the required outcomes that social landlords must deliver around the quality of homes, health and safety, and repairs, maintenance and planned improvements.

The Housing Ombudsman has also set out in detail its expectations for social landlords in relation to the process and provision of alternative accommodation if they are to avoid outcomes of severe maladministration.

8.3 Council policies

- Housing Allocations Scheme
- Repairs Policy
- Vulnerability Policy
- Compensation Policy
- Anti-Social Behaviour Policy
- Domestic Abuse Policy

9. INFORMATION AND VERSION CONTROL

9.1 Information

Title	Alternative Accommodation (Decant) Policy	
Lead Team	Housing Policy, Performance and Assurance	
Audience	Public	
Policy Area	Housing and Repairs	
Consultation requirements	Internal	Not required
	External	Not required
Impact Assessment requirements	Equality Impact Assessment	Completed October 2025
	Data Protection Impact Assessment	N/A
Next review date	October 2028	
Approved by	Cabinet Member – Better Homes	
Approval date	October 2025	
Effective date	October 2025	

9.2 Version control

Version	Date	Summary of Changes	Actioned by (role)
1	21/10/2025	N/A	Housing Policy and Change Lead
2	27/01/2026	5.4.5 Clarification about district heating charges. 5.5.5 Clarification that outstanding rent arrears remain on former account.	