

Temporary Rehousing Policy

1.0	SCOPE
	Purpose
1.1.	<p>This document sets out whg’s policy towards customers and household members, who must leave their homes on a temporary basis, for reasons including:</p> <ul style="list-style-type: none"> • extensive repairs being required to the home • major works being needed in the home • demolition or disposal of property or any other reason. <p>whg is mindful that asking a customer to move on a temporary basis can be a stressful event, which is generally not of the customer’s own choosing and as such a temporary move will only be considered if there is no other reasonable option for the customer.</p> <ul style="list-style-type: none"> • whg will ensure that temporary moves are managed in the most cost-effective and efficient way to limit as much disruption for the customer as possible. • whg aims to cause the least possible inconvenience to customers who are obliged to temporarily move. • whg will ensure that customers are supported and kept informed throughout the process. <p>This policy applies to all whg tenants.</p> <p>This policy does not apply to leaseholders or shared owners who should approach their insurers should their home become uninhabitable. In an emergency situation whg will provide advice to leaseholders and shared owners regarding the options available to them in finding suitable temporary accommodation.</p>
	Legal and regulatory framework
1.2.	<p>Safety and Quality Standard consumer standards 01 April 2024–</p> <p>1.2 Decency</p> <p>1.2.1 Registered providers must ensure that tenants’ homes meet the standard set out in section five of the Government’s Decent Homes Guidance and continue to maintain their homes to at least this standard unless exempted by the regulator.</p>

	<p>1.3 Health and safety 1.3.1 When acting as landlords, registered providers must take all reasonable steps to ensure the health and safety of tenants in their homes and associated communal areas.</p> <p>1.4 Repairs, maintenance and planned improvements 1.4.1 Registered providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.</p>
1.3.	<p>Regulator of Social Housing: Tenancy Standard 1.1.1 Registered providers must allocate and let their homes in a fair and transparent way that takes the needs of tenants and prospective tenants into account.</p> <p>1.3.2 They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.</p>
1.4.	<p>Landlord and Tenant Act 1985 Section 9A (Fitness for human habitation of dwellings in England)</p> <p>(1) In a lease to which this section applies of a dwelling in England (see section 9B), there is implied a covenant by the lessor that the dwelling—</p> <p>(a) is fit for human habitation at the time the lease is granted or otherwise created or, if later, at the beginning of the term of the lease, and</p> <p>(b) will remain fit for human habitation during the term of the lease.</p> <p>Landlord and Tenant Act 1985 Section 11 (repairing obligations)</p> <p>There is an implied covenant that the landlord must:</p> <p>"(a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),</p> <p>(b) to 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), and</p> <p>(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.</p> <p>11.3 The dwelling house is the building or part of a building let to the tenant wholly or mainly as a private residence.</p>

1.5	<p>Decent Homes Standard (DHS)</p> <p>The Decent Homes Standard (DHS) is a technical standard for social housing introduced by the Government.</p> <p>For a home to be classed as 'decent' it must meet four criteria:</p> <ul style="list-style-type: none"> • A – it meets the current statutory minimum standards for housing including being free of serious health and safety hazards, as defined by the Housing Health and Safety Ratings System (HHSRS) • B – it is in a reasonable state of repair • C – it has reasonable modern facilities and services • D – it provides a reasonable degree of thermal comfort
1.6	<p>Social Housing (Regulation) Act 2023 Clause 42 aka Awaab’s Law</p> <p>This part of the Act mandates 14 days for investigation of damp and mould hazards in the home and for repair to take place within 24 hours if an emergency, or within a reasonable timeframe if not. The law holds landlords legally accountable for damp and mould in a tenant’s home.</p>
2.0	POLICY STATEMENT
2.1	<p>Sometimes whg has to move customers and their household from their homes to carry out extensive works or emergency repairs, which cannot be completed with the customer or their household in situ. This policy will define the process that whg will follow when dealing with customers who are in this position.</p> <p>whg will aim to keep a customer in their home during repair works wherever possible, but due to the extent of some work or a customer’s vulnerability, this may not be possible or appropriate. Only designated authorised whg colleagues can authorise a temporary move for affected customers.</p>
2.2	<p>An emergency temporary move is when an unexpected event has occurred such as flooding, fire, property becoming unsafe and the home becomes temporarily uninhabitable, whilst works are undertaken. Assessments undertaken by the surveyor will determine the need for a temporary move.</p> <p>whg will ensure that the customer and their household are removed from the hazard within 24 hours and a full assessment is carried out within 5 working days by the surveyors.</p> <p>An assessment of the customer’s circumstances will be carried out to identify vulnerabilities or support needs.</p>

	Hotel accommodation will be provided for no more than four weeks, whilst works are completed or arrangements are made for the customer to be moved into a suitable alternative and temporary home.
	When whg will temporarily rehouse a customer
2.3	Decisions to temporarily rehouse a customer and their household will be made by the appropriate Regional Community Housing Manager (RCHM). In an emergency and where the RCHM is not available, the Repairs Team Leader, Duty manager, Senior Surveyor or a designated authorised whg colleague at manager level or above can make the decision.
2.4	A written report will be provided to the RCHM to inform of the reason for the temporary move, proposed works and timescales of those affected. If a permanent move is required, this will be dealt with in line with special rehousing under the Allocation Policy.
2.5	Where the temporary move is a result of an emergency incident, whg may consider placing the customer and their household in a hotel if there are no other housing options available, until an assessment is undertaken by the surveying team, for a period of no more than four weeks.
2.6	The customer will be informed of the temporary move in writing, highlighting the reason for the move, the offer of alternative accommodation, taking into account work, school and travel as appropriate, works to be undertaken, storage of their personal items, removals, timescales and their responsibilities to allow access and them moving back to their substantive home upon completion of the works.
2.7	The Community Housing Officer (CHO) will take the lead with the customer in arranging the move and keeping the customer updated on a regular basis during the temporary move period, in line with instructions from the surveyor.
	Offer of accommodation
2.8	<p>Where possible whg will ask customers to stay with family or friends if the temporary move is less than four weeks.</p> <p>If the temporary move will be less than four weeks, whg may consider arranging hotel accommodation for the customer if they are unable to stay with family or friends. The RCHM will liaise with the customer to arrange the booking.</p> <p>Customers are responsible for rehousing any pets during the period that they are not in their property, unless they are a guide dog or assistance pet. Where possible whg will find a hotel that allows pets. In some circumstances whg may consider funding the accommodation for pets where this would be required under the Equality Act 2010.</p>

2.9	whg will provide reasonable costs for breakfast and dinner only, of £10.00 per person for breakfast and £15.00 per person per day for dinner which will be approved by the relevant Senior Manager where whg has booked the hotel.
2.10	<p>Where it has been identified that there is a need for the customer and their household to be moved on a temporary basis, which is more than four weeks but less than six months, whg will endeavour to provide a temporary move to one of whg's homes.</p> <p>whg will make one reasonable offer of temporary accommodation. Customers will be encouraged to be as flexible as possible in respect of the property offered, taking into account the urgency of the need to move and the likely time away from the home. whg will take into account local needs such as location of schools or adaptations present in the property.</p> <p>The property offered may not necessarily be a like for like home, whg may offer a smaller home if underoccupied and offers may include wellbeing schemes and flats.</p> <p>whg will only accommodate the named tenancy holder and named occupiers and pets where they meet the criteria in 2.8.</p> <p>Where a reasonable offer of temporary accommodation is made and is refused by the customer, whg may take legal action in the form of an injunction to compel the move. This would only be where whg has concern something in the property may cause the customer harm.</p>
2.11	whg will cover reasonable expenses for the removal of furniture to and from the temporary property, flooring and/or cooking facilities.
Tenancy management	
2.12	<p>The customer will continue to hold the tenancy of their permanent property throughout the temporary move and will be responsible for the payment of all rent and service charges due. The customer will have to ensure that they continue to pay rent and all other associated costs on their permanent home to avoid action being taken against them.</p> <p>whg will cover the cost of utilities at the principal home during the works, customers will need to supply copies of bills for payment. The customer remains responsible for council tax at their principal home.</p>
2.13	The customer will have no rights to the temporary property and will not be charged rent or service charges for the period of the move. They will receive a licence to occupy the property and will not be permitted to stay in the property once works on their home are completed.

	The customer is responsible for utilities in the temporary home, while whg will cover the council tax payments.
2.14	If the temporary move has been caused through customer damage, negligence or through not reporting repairs, whg will consider recharging the customer and or take legal action for any costs associated with the temporary move, which may result in the loss of the tenancy.
2.15	If the customer is in breach of their tenancy agreement and court action is being taken against them in their home, this will continue, which may include possession.
2.16	If the customer has any rent arrears or other money owed to whg such as former arrears, court costs or recharges, whg's pursuit of these will continue .
2.17	The customer has the right to make a complaint if they feel that they have not been fairly treated or are dissatisfied with the temporary move process which will be dealt with in line with whg's complaints policy.
3.0	PERFORMANCE MEASURES
3.1.	<p>The RCHM and Senior Surveyor will review all temporary moves on a weekly basis to ensure that customers are kept up to date on the progress of repairs and that whg can work towards getting the customer back into their home.</p> <p>Weekly assurance checks will check that all temporary moves are being managed in line with policy and the customer is kept at the forefront of the process.</p> <p>Hotel costs will be reviewed monthly as part of the management accounts.</p> <p>Additional quarterly reviews are conducted by the Assistant Director of Housing and the Regional Community Housing Manager to provide further assurance, these will check whether whg is compliant with the Tenancy Standard and all applicable legislation.</p>
4.0	EQUALITY AND DIVERSITY
4.1	<p>This Policy ensures specific household needs, particularly in relation to disability, are taken into account when deciding the appropriate action for customers being required to move from their property.</p> <p>All affected customers' differing needs and preferences will be taken into account when the need for a temporary move arises, which may include carrying out a needs assessment at the beginning of the process which allows whg to identify if the customer needs more support.</p>
5.0	TRAINING AND DISSEMINATION

5.1.	<p>Colleagues responsible for managing the temporary move process will receive training on the Policy and all associated procedures and guidance notes.</p> <p>This will extend to the following teams- Community Housing, Allocations, Repairs and Maintenance, out of hours, Surveyors and Insurance.</p>
6.0	MONITOR AND REVIEW
6.1	<p>This Policy will be monitored by the Director of Housing and Customer Services. It is reviewed every three years by the Customer and Operations Panel and approved by Group Executive.</p>
7.0	ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES
7.1	<p>Documents, policies and procedures associated with this Policy are:</p> <ul style="list-style-type: none"> • Documents, policies and procedures associated with this Policy are: • whg tenancy agreements • whg repairs and maintenance policy • whg Allocations Policy • whg Damp, Mould and Condensation Policy • whg Equality, Diversity and Inclusion Policy • Complaints policy • Asset management strategy • Income Collection Policy • Vulnerability Policy

Document author	Assistant Director of Housing - Communities
Document owner	Director of Housing and Customer Services
Legal advice	Housing Litigation Manager
Consultation	Maintenance team, Community Housing, lettings team
Approved by	Customer Service Oversight Committee May 2025
Review Date	May 2208
Key changes made	This is a new policy