Policy title	**Customer Relocation (Decant) Policy**
Summary	This Policy details MSV's approach to managing the process where a temporary move is required for a customer due to works or actions required to ensure the customer's principal home is safe and/or habitable. The Policy sets out when a temporary move is considered, MSV's legal duties and commitment to supporting customers to be fairly and safely relocated.
Scope	The Customer Relocation Policy applies to General Needs, Later Living and Supported Living with a direct tenancy customers.
Author & Job Role	Ross Tomlinson, Head of Neighbourhoods
Directorate	Customers
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Consultation	Leadership Team Customer Scrutiny Group

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1. Introduction/Policy Purpose

1.1 Mosscare St Vincent's Housing (MSV) recognise that being temporarily relocated from a home can be overwhelming and stressful for customers and households.

1.2 The Customer Relocation Policy details the circumstances in which MSV may temporarily relocate tenants and permanent household members. This includes 'emergency customer relocation' and 'planned customer relocation'.

1.3 In situations where MSV must provide suitable, reasonable alternative accommodation due to redevelopment, demolition or refurbishment, this is usually handled under the Management Move Policy as a permanent move is required.

1.4 Within this Policy, clear guidance is set out on when customer relocation may be offered, how long for, the type of accommodation that will be offered, and how MSV respond to customers with care and/or support needs who need to temporarily relocate.

1.5 The Customer Relocation Policy sets out MSV's legal and moral obligations, combining legislation, regulatory requirements and common case law.

1.6 The purpose of this policy is to:

- Adhere to statutory and regulatory requirements
- Clearly define MSV's Customer Relocation offer
- Ensure a consistent approach to customer relocation instances
- Handle instances of customer relocation sensitively and empathetically
- Make and communicate decisions quickly to reduce periods of uncertainty
- Set out expectations to promote a positive customer experience

1.7 The policy has been developed with consideration to:

- Awaab's Law (2025)
- Decent Homes Standard (2026)
- Equality Act (2010)
- Homes (Fitness for Human Habitation) Act (2018)
- Housing Act (1985)
- Housing Act (1988)
- Housing Health & Safety Rating System (HHSRS)
- Human Rights Act (1988)
- Landlord & Tenant Act (1985)

2. Scope

2.1 This policy details MSV's approach to Customer Relocation

2.2 This Policy applies to General Needs, Later Living and Supported Living with direct tenancies customers.

2.3 The Policy does not include permanent relocation due to demolition, redevelopment or refurbishment.

3. Definitions

3.1 **Emergency Relocation –** where a customer requires temporary rehousing due to an immediate health and safety risk within the home and the risk cannot urgently be reduced. Examples include:

- Awaab's Law cases where the risk cannot be reduced within timeframes
- Contamination (asbestos, chemicals, sewage)
- Exposed electrical hazards that are live and cannot be remedied immediately
- Fire damage or risk requiring major works
- Gas leaks
- Pest management
- Structural instability
- Threat to Life confirmed by the Police

3.2 **Permanent Relocation –** for the purpose of this Policy, this means where MSV offer a customer or agree to a customer's request to stay in the temporary home permanently. This means that the customer will end their tenancy at their main home and sign a new tenancy to stay in the temporary home on a permanent basis.

3.3 **Planned Relocation –** where a customer requires temporary rehousing due to being unable to reasonably remain in the home, but there is prior notice to coordinate the move. Examples include:

- A leak has caused damage that requires extensive works
- Compliance planned works (fire safety, asbestos removal)
- Customer vulnerability or medical condition
- Major planned works or structural works (roof replacement for e.g.)

3.4 **Reasonable Offer –** MSV consider a reasonable offer of temporary rehousing to be one that is discussed with the customer and suits the needs of the customer, including but not limited to: size, location, accessibility, pet provision, religiously and/or culturally appropriate and takes into account any disabilities and vulnerabilities.

3.5 **Relocation Agreement –** an agreement between the customer and MSV relating to the temporary home. The agreement also sets out that the customer will return to their main home once it is safe and suitable to do so.

3.6 **Unplanned Relocation –** where a customer requires temporary rehousing due to a risk to health and safety which is not immediate. Examples of situations leading to unplanned relocation are:

- Electrical risks
- Hygiene concerns
- Non-emergency pest management
- Significant cases of damp and mould
- Structural risks

4. Roles & Responsibilities

4.1 Managers are responsible for implementing the policy.

4.2 Managers are responsible for delivering the policy and ensuring that key performance indicators are monitored and achieved.

4.3 Managers are responsible for day-to-day operational assessment and guidance in relation to the Policy.

4.4 Head of Neighbourhoods is responsible for reviewing the policy and ensuring that it is fit for purpose.

4.5 All colleagues are responsible for clear and timely communication in any situation where customer relocation is required or likely to be required. This includes providing relevant information, expected timescales for works and highlighting any known vulnerabilities within the household.

5. Monitoring, Review & Evaluation

5.1 MSV will monitor the effectiveness of the Policy by:

- Awaab's Law case management
- Customer experience and feedback where they have experienced relocation.
- Customer Relocation case tracker
- Empty Homes reporting to the Growth & Investment Panel
- Financial budget monitoring

6. Related Documents

6.1 Awaab's Law Policy

6.2 Allocations Policy & Procedure

6.3 ASB Policy & Procedure

6.4 Compliance Policies (Asbestos, Gas, Electric, Fire, Water, Lifts)

6.5 Damp & Mould Policy

6.6 Good Neighbourhood Management Policy

6.7 Pest Management Policy

6.8 Planned Works Policy

6.9 Repairs Policy

6.10 Safeguarding Policies & Procedures

6.11 Starter Tenancy Procedure

6.12 Tenancy Visit Procedure

6.13 Tenancy Visits Policy

6.14 Wellbeing & Tenancy Sustainment Policy

7. Version History

Version	Date	Author	Reason
1	January 2023	Shaheen Yousaf	New Policy
2	4 July 2026	Ross Tomlinson	Policy Review

8. Delivering the Policy

8.1 Customer relocation is only considered as a last resort, where it is absolutely necessary. MSV recognises the upheaval, stress and uncertainty that customers may experience when they have to move from their home temporarily.

Repairs

8.2 In most instances, customers will not need to be relocated from their home whilst works are undertaken. MSV always seek the least disruptive route to enabling this to happen; for example we may provide temporary kitchen or toilet facilities where the usual facilities are unavailable for short periods of time, or we may recommend local amenities available to customers for a short period of time whilst works are carried out.

8.3 Where the home is assessed as uninhabitable due to repairs required as a result of deliberate customer, household member or visitor damage or neglect, including unauthorised alterations / improvements, criminal damage and/or arson, MSV will not provide temporary accommodation.

8.4 Where there is evidence of a vulnerability and/or medical condition preventing a customer or household member from remaining in the home whilst repairs are undertaken, we may consider customer relocation. Independent advice may be sought by MSV to confirm the medical information and request for temporary relocation.

8.5 If customer relocation is required as a result of repair works, we will confirm whether the customer is able to stay with family / friends in the first instance – covering any rent payable for the duration of the relocation.

8.6 Where this is not an option, we will make one reasonable offer of temporary rehousing, supporting the customer and permanent household members to relocate whilst any remedial works are undertaken. If the reasonable offer is declined, no further offers will be made.

8.7 The Head of Neighbourhoods or Head of Independent Living must approve all requests for customer relocation as a result of repair works.

Emergency Relocation

8.8 In all instances of emergency customer relocation, MSV act swiftly and decisively to mitigate the health and safety risk to the customer / household.

8.9 If an emergency health and safety risk is identified, the home is uninhabitable due to this and the risk cannot be made safe within 24-hours, MSV will confirm that emergency relocation is required for the customer and any permanent household members.

8.10 If emergency relocation is required, we will confirm whether the customer is able to stay with family / friends in the first instance – covering any rent payable for the duration of the relocation, whilst offering practical support to enable this to happen.

8.11 Where this is not an option, we will make one reasonable offer of temporary rehousing, supporting the customer and permanent household members to safely relocate whilst any remedial works are undertaken. If the reasonable offer is declined, no further offers will be made.

8.12 Emergency relocation must take place within 24-hours of identifying the concern if the risk cannot be mitigated.

8.13 Emergency relocation does not require approval where it is requested by MSV's Property Care or Building Defects & Disrepair teams. Any other circumstances must be approved by the relevant Manager.

8.14 If the cause for the emergency relocation is an emergency hazard under Awaab's Law, MSV must also provide accommodation for any children of the customer who stay at the principal home at least 1-day a week.

Unplanned Relocation

8.15 In instances of unplanned customer relocation, there is an urgent need for investigation and consideration of temporary rehousing. Though the concern is significant, it does not pose an immediate risk to health and safety. MSV always endeavour to mitigate the risk within 5-working days of identifying it, enabling customers to remain in their homes wherever possible.

8.16 If a significant risk is identified and the home cannot be made safe within 5-working days of the investigation concluding, MSV will confirm that unplanned relocation is required for the customer and any permanent household members.

8.17 If unplanned relocation is required, we will confirm whether the customer is able to stay with family / friends in the first instance – covering any rent payable for the duration of the relocation, whilst offering practical support to enable this to happen.

8.18 Where this is not an option, we will make one reasonable offer of temporary rehousing, supporting the customer and permanent household members to safely relocate whilst any remedial works are undertaken. If the reasonable offer is declined, no further offers will be made.

8.19 Unplanned relocation must take place within 5-working days of identifying the concern if the risk cannot be mitigated.

8.20 Unplanned relocation does not require approval where requested by MSV's Property Care or Building Defects & Disrepair teams. Any other circumstances must be approved by the relevant Manager.

8.21 If the cause for the unplanned relocation is a significant hazard under Awaab's Law, MSV must also provide accommodation for any children of the customer who stay at the principal home at least 1-day a week.

Planned Relocation

8.22 In instances of planned customer relocation, MSV and the customer have prior notice of the need for temporary accommodation. MSV confirm the reason and the length of time that the customer will be relocated for.

8.23 In all circumstances, consideration will be given to whether works / actions can be tailored, effectively planned to enable the customer to remain in their home. Planned relocation is only ever required as a last resort and out of absolute necessity.

8.24 If planned relocation is required, we will confirm whether the customer is able to stay with family / friends in the first instance – covering any rent payable for the duration of the relocation, whilst offering practical support to enable this to happen.

8.25 Where this is not an option, we will make one reasonable offer of temporary rehousing into an available, empty MSV home, supporting the customer and permanent household members to relocate whilst any remedial works are undertaken. If the reasonable offer is declined, no further offers will be made.

8.26 The Head of Neighbourhoods or Head of Independent Living must approve all requests for planned relocation.

Permanent Relocation

8.27 MSV do not ordinarily consider permanently relocated customers under this policy for short-term relocation, which is defined as under 3-months.

8.28 Where customers are relocated for more than 3-months into another MSV home, permanent relocation may be considered in the following circumstances:

- The scale of works is so extensive that full renovation is considered
- The scale of works is so extensive that disposal is considered
- There is not a claim on MSV's insurance at the principal home
- The temporary home is the same size as the principal home
- Returning home would be severely detrimental to health and/or wellbeing
- The temporary home is affordable
- The temporary home has not been allocated prior to the temporary move

8.29 Any request for permanent relocation must be approved by the Head of Service.

Where Customer Relocation is not Considered

8.30 MSV do not offer customer relocation in the below circumstances:

- Access is not provided for inspection or works
- Anti-Social Behaviour / legal order excluding a customer from their home
- Bail conditions excluding a customer from their home
- Domestic Abuse Notices / Orders excluding a customer from their home
- Home is habitable / works can be done around the customer
- Lack of medical evidence to confirm a medical condition or vulnerability
- Previous reasonable offer of temporary rehousing has been refused
- Repairs arising as a result of deliberate damage or neglect
- Repairs arising as a result of unauthorised alterations or improvements
- The person in occupation is an illegal occupier or subletter

8.31 Customer relocation is not considered for anyone other than the legal tenant(s) and any permanent household members.

Reasonable Offers

8.32 In making offers of temporary rehousing, MSV clearly communicate and consult with affected customers to understand specific needs. Before an offer of temporary rehousing is made, we always consider:

- Affordability
- Any disabilities / vulnerabilities
- Any needs relating to protected characteristics for e.g. pregnancy, religion
- Caring responsibilities
- Other individual needs that are divulged or identified
- Pets
- Work and/or education requirements and distance
- Who is in the household and the required size of temporary accommodation

8.33 As far as is reasonably practical, MSV always endeavours to offer temporary rehousing options that match customer need. Customers are temporarily relocated as close as possible to their current home, except for circumstances in which this would be unsafe to do so.

8.34 MSV, where practically reasonable, accommodate pets where customer relocation is required.

8.35 Temporary rehousing options may include:

- AirBnB (emergency or unplanned relocation only)
- An empty MSV home
- Guest room in a Later Living or Extra Care scheme
- Hotel (emergency or unplanned relocation only)
- Mobile pod
- Other reasonable, suitable accommodation

Customer Support

8.36 MSV recognises that all of our customers are unique; some customers require little to no support whereas others require a greater level of support and may benefit from tailored services.

8.37 In all customer relocation scenarios, MSV colleagues are empathetic to the fact that customers are likely to feel overwhelmed, stressed and disrupted. We work with customers individually to understand and identify any particular needs, vulnerability or communication requirements.

8.38 Where customers are identified as requiring additional support, MSV may provide support such as: help with packing and removals; disconnection / reconnection of white goods; plumbing of washing machine; connection of telephone lines / broadband; and liaising with support workers or professional agencies.

8.39 Support requirements are assessed on a case-by-case basis.

Rights and Responsibilities

8.40 Customers keep their security of tenure on their principal home whilst relocated.

8.41 Customers continue to pay the rent and any other charges at the principal home whilst relocated.

8.42 Customers must follow the accommodation conditions of the temporary rehousing provider; this includes but is not limited to observing no smoking rules, keeping the accommodation clean and tidy and not causing anti-social behaviour.

8.43 Customers will be recharged by MSV for any damage or breaches of accommodation conditions.

8.44 Customers are provided with a key contact who will provide weekly updates for the duration of the temporary relocation. A substitute contact is also provided in the event that the key contact is unavailable or not in work.

8.45 Customers remain legal tenants during a temporary relocation and retain the right to return to the principal home once it is fit and safe for occupation. MSV has a duty not to permit customers from returning where there is a significant health and safety risk. Where there is no health and safety risk, customers have the right to return to their principal home at any time during temporary relocation.

8.46 MSV pay for the cost of the temporary relocation accommodation.

8.47 MSV may cancel the provision of temporary relocation accommodation if accommodation conditions are breached or damage is caused, without offering further temporary rehousing options.

8.48 MSV may end the provision of temporary relocation accommodation if the customer does not allow access to the principal home, for works (including pest management visits) to be undertaken.

Returning Home

8.49 In the majority of customer relocation cases, customers will return back to their principal home once it is safe to do so.

8.50 Customers sign a Relocation Agreement when being temporarily rehoused, agreeing to certain conditions of being temporarily relocated. This includes the agreement that customers will return to their principal home as soon as possible once the home is safe / agreed actions have been completed.

8.51 Where customers who are relocated into another MSV home refuse to return to their principal home once they are able to, MSV will seek legal remedies to take back possession of the temporary home.

Customer Refusal to Relocate

8.52 In most circumstances, customers want to ensure that their homes are safe, free form hazards and in a good state of repair. On rare occasions, customers disagree that relocation is required and will refuse to move out temporarily.

8.53 Where customers decline temporary accommodation but it is required for MSV to safely and efficiently undertake relevant works to the home, the Wellbeing team contact customers to offer support.

8.54 Where a customers refusal to relocate poses a health and safety risk for themselves, their household or surrounding households, we – as a last resort – are able to initiate legal proceedings to obtain a court order requiring customers to temporarily relocate.

8.55 We may also follow the legal route where a customers refusal to relocate adversely impacts the start of planned or unplanned major repair works.

8.56 In all circumstances, effective communication, early intervention, and person-centred dispute resolution is prioritised where customers indicate that they will not temporarily relocate when required.

Financial Support

8.57 Financial support is discussed and assessed on an individual basis, dependent on customer circumstances and need.

8.58 MSV will pay for essential furniture and belongings to be moved into the temporary home, where the customer is temporarily relocated to another MSV home.

8.59 MSV will support with storage of any furniture belongings that are left behind and require removing from the principal home for works to be undertaken.

8.60 Reasonable personal costs incurred by customers will be reimbursed or covered by MSV; examples of reasonable personal costs are:

- Additional travel costs (in excess of usual distance from the principal home)
- After-school club costs (where not usually in place / needed due to travel)
- Carer travel costs
- Laundry costs
- Mail redirection
- Meal allowance (where there are no cooking facilities)
- Pet boarding / kennels

Core Principles and Customer Relocation Considerations

8.61 The necessity of customer relocation is always scrutinised by MSV colleagues to ensure the least disruption and upheaval to customers.

8.62 All requests for customer relocation must demonstrate evidence that the customer is unable to remain in their home due to health, safety or extraordinary circumstances.

8.63 All requests for customer relocation must demonstrate evidence that alternative options are not possible; for example the customer remaining in the home, a staggered programme of works, specific rooms being closed / inaccessible whilst works are undertaken, and/or temporary facilities being provided.

9. Appendices

9.1 Appendix 1 - Equality Impact Assessment

Appendix 1 - EQUALITY IMPACT ASSESSMENT (EIA)

Name of Policy	Customer Relocation Policy
Date of Assessment	4 July 2026
Name & Role of Assessors	Ross Tomlinson, Head of Neighbourhoods
What are the desired outcomes of the policy?	➢ Adhere to statutory and regulatory requirements ➢ Clearly define MSV's Customer Relocation offer ➢ Ensure a consistent approach to customer relocation instances ➢ Handle instances of customer relocation sensitively and empathetically ➢ Make and communicate decisions quickly to reduce periods of uncertainty ➢ Set out expectations to promote a positive customer experience
Who are the main stakeholders in relation to the function?	This Policy applies to General Needs, Later Living and Supported Living with direct tenancies customers.
Who will be consulted and what types of consultation will be carried out?	Leadership Team

	Heads of Service Group Customer Scrutiny Group	
Summarise any evidence considered		
Could the function have a differential impact on:		**What evidence exists to support your analysis?**
	Yes / No	
Race/Ethnicity Consider language and cultural factors	Yes	English is not the first language for some customers, which may lead to communication barriers.
Gender reassignment Consider people proposing to or have undergone a process of having their sex reassigned.	No	N/A
Disability / Long Term Health Consider physical, visual, aural impairment, mental, learning difficulties	Yes	Customers with a disability or long term health condition may be disadvantaged in relation to temporary rehousing options, requiring specific aids and equipment or specialist medical provision.
Age Consider Elderly or young people	Yes	To be complete
Sexuality Either know or perceived	No	N/A
Gender	No	N/A
Religion or belief Consider religious or cultural observance including non-belief, practices of worship	Yes	To be complete
Other protected or vulnerable characteristics: • marriage or civil partnerships • pregnancy or maternity?	No	
If the answer is NO to <u>all</u> questions and no differential treatment has been found there is no requirement for a full Equality Impact Assessment. Please go back regularly and review the cycle. **If the answer is YES to any of the questions please complete the rest of the form.**		
In what areas could the differential identified be considered to have an adverse impact in this function and what solutions will be introduced to overcome these adverse impacts?		

In what areas could the differential identified be considered a positive impact in this function and what strategies will be introduced to safeguard and spread these positive impacts?	
Which Action Plans have these solutions/strategies been transferred into?	Asset Management Strategy Awaab's Law Customer Experience Strategy Equality, Diversity & Inclusion Strategy Growth Strategy Neighbourhood Strategy
Who will be responsible for monitoring these Action Plans?	Ross Tomlinson, Head of Neighbourhoods

Ratified by: Committee/ Board / Delegated Approval **Date:**
(Highlight as appropriate)