

# **Decant Policy**

Approved May 2025





Title of Policy	Decant Policy					
Approved by	Aud	Audit and Risk Committee				
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policy helps to achieve	$\boxtimes$	Outcome 4		Outcome 9		Outcome 15
	$\boxtimes$	Outcome 5		Outcome 10		
Care Standards this		Standard 1		Standard 2		Standard 3
policy helps to achieve		Standard 4	$\boxtimes$	Standard 5		



## What you will find in this policy

1	Policy purpose1
2.	Equality, diversity, and inclusion1
3.	Trauma-informed practice1
4.	Definitions2
5.	Decant criteria2
6.	Accommodation2
7.	Support and payments for decanted customers2
	Information2
	Practical assistance
	Pets
8.	Insurance
9.	Compensation for noise and disruption
10.	Claiming compensation4
11.	Publicising and Accessibility4
12.	Scheme of Delegation4
13.	Monitoring, Reporting, and Review4
14.	Complying with the Law and Good Practice4
	Housing (Scotland) Act 20014
	Scottish Social Housing Charter
	Scottish Housing Regulator's (SHR) Regulation Framework
15.	GDPR
Арр	endix 1 Equality Impact Assessment6
Арр	endix 2 Decant occupancy agreement 10
Арр	endix 3 Decant compensation framework13
Арр	endix 4 Decant information pack14
Арр	endix 5 Example of disturbance compensation calculation16



## Foreword

Bield make it possible for more people to live their best lives, at home, surrounded by a supportive community.

There are occasions when Bield Housing and Care need tenants to leave their homes when their property needs extensive repairs or major works, renovation, modernisation, and it is neither practicable nor suitable for the customer or their family to remain in the property while the work is being completed.

This policy sets out how we will work with tenants throughout the decant process to ensure that the disruption to their lives is kept to a minimum.

Our policies are built upon a strong foundation of core values that define our approach and guide how we operate:

Honesty We are committed to transparency and truthfulness in all our interactions and decision-making.

Equality and Diversity	We value	and c	elebrate
	diversity,		treating
	everyone	with	respect
	fairness		

Ambition We are driven to make a positive impact and continually improve the lives of those we serve.

Dignity We uphold the dignity of every individual in all aspects of our services.

Integrity We hold ourselves to the highest ethical standards and operate with integrity in all we do.

Caring The wellbeing of our tenants and community is central to our approach.

Kindness We foster an environment of compassion and kindness, supporting everyone involved.



Tracey Howatt | Director Customer Experience



## 1 Policy purpose

- 1.1. This policy establishes a clear, fair and transparent process for identifying, documenting and managing situations where tenants are temporarily required to vacate their home to facilitate essential repairs, improvements, or adaptations.
- 1.2. Temporary relocations (decants) are typically required in the event of emergencies such as fire, flood, or structural failure, or to enable major planned works, refurbishments, or demolitions where it is deemed unreasonable for the tenants to remain in their home.
- 1.3. This policy applies only to temporary relocations. Permanent relocations are covered under the Disturbance and Home Loss Policy.
- 1.4. The key objectives of the policy are to:
  - Ensure a clear and fair process manage decants efficiently, providing clear guidance in line with the Tenancy Agreement and legal requirements.
  - **Minimise disruption** reduce the impact on tenants by ensuring a well-managed process, timely communication, and a swift return home.
  - **Meet tenant needs** provide appropriate temporary accommodation that accounts for medical, support and mobility needs.
  - **Uphold financial fairness** ensure reasonable expenses are covering, including discretionary interim payments where appropriate.
  - **Deliver value for money** balance cost efficiency without shifting undue burden onto tenants
  - **Promote equality and compliance** apply the policy in line with our equality and diversity policy, ensuring a fair and consistent approach.

## 2. Equality, diversity, and inclusion

2.1. Bield is committed to promoting diversity, fairness, social justice, and equality of opportunity. In developing this policy, we have conducted an Equality Impact Assessment to ensure that the policy aligns with our Equality and Diversity Policy, included at <u>Appendix 1</u>.

## 3. Trauma-informed practice

- 3.1. Recognising that temporary relocation can be stressful, particularly for tenants with trauma histories (eg survivors of domestic abuse, recently bereaved, previously displaced, etc), Bield will:
  - Approach tenants with empathy and sensitivity.
  - Offer choice and control where possible.
  - Communicate clearly and consistently
  - Minimise disruption by considering tenants' support neds
  - Provide additional emotional or practical assistance where required.
- 3.2. Bield is committed to ensuring that decants are managed with care, respect, and an understanding of the diverse experiences of our tenants. Staff will receive guidance on traumainformed approaches to ensure that all tenants are treated with dignity and supported through the process.



## 4. Definitions

- 4.1. **Decant** the legal definition used to describe the process where tenants are required to move from their homes to allow for essential repairs, improvements, or demolition.
- 4.2. **Permanent decant** a relocation where tenants are not expected to return, managed under the Home Loss and Disturbance Policy.
- 4.3. **Temporary decant** a relocation where tenants are expected to return once works are complete.
- 4.4. **Decant accommodation** the temporary housing provided to tenants during the relocation period.

## 5. Decant criteria

5.1. A tenant will normally be decanted where:

- Essential facilities (water, electricity, toilets) are unavailable beyond a working day. And/or
- There is a significant health and safety risk to the tenant or household. And/or
- The nature or scale of the works requires the property to be unoccupied to proceed efficiently or safely.

## 6. Accommodation

- 6.1. Where possible, tenants will be offered a **like-for-like** temporary property. Where not available, a property with one bedroom more or less may be considered.
- 6.2. Allocations will consider family size, medical and support needs, and state area preferences.
- 6.3. Tenants will continue to pay their normal rent during the decant period. If the decant accommodation carries a lower rent, the lower charge will apply. No tenants will be financially disadvantaged by a temporary relocation.
- 6.4. Where no immediate alternative accommodation is available, or where the nature and duration of the works require only a short-term absence without full decant (ie, no furniture removal required), Bield may arrange hotel accommodation. In such cases, Bield will cover reasonable costs for breakfast and evening meal, and may provide an additional daily allowance for incidental expenses, to be agreed on a case-by-base basis.
- 6.5. Where tenants choose to make their own accommodation arrangements, (eg Airbnb, hotel), Bield will reimburse reasonable and evidenced expenses, subject to prior agreement and approval on a case-by-case basis.
- 6.6. All tenants temporarily relocated will be required to sign a Decant Occupancy Agreement, confirming the temporary nature of the move and their intention to return to their permanent tenancy upon completion of the works. (Appendix 2).

## 7. Support and payments for decanted customers

## Information

7.1. We understand the stress decants may cause and will administer this policy with compassion, flexibility, and tenant wellbeing at the forefront.



- 7.2. Tenants will receive accessible, jargon-free information throughout the process, including:
  - Decant Information Pack explaining the process, contacts, and expectations.
  - Confirmation of the work schedule and timelines
  - Regular status updates
  - Details of supports and services if required that we will put in place
  - Discuss the decoration standard
  - Continuity planning for care provisions, assistive technology and adaptations
  - Clarification of financial liabilities and covered costs.

## **Practical assistance**

7.3. Bield will arrange and cover the costs of:

- Removal, transport and storage of belongings
- Disconnection and reconnection of utilities and white goods
- Lifting and relaying floor coverings where applicable
- Transfer of TEC (technology enabled care) alarm systems, and meal provisions
- Ensuring decant properties meet the Lettable Standard.
- 7.4. Where tenants choosing to stay with family/friends or arrange their own accommodation, discretionary financial support may be made available (Appendix 3).

## Pets

- 7.5. We recognise that pets are often a vital part of our tenants' households and contribute significantly to wellbeing and companionship. Where possible, we will seek to provide temporary accommodation that can accommodate pets, subject to suitability, safety, and permission.
- 7.6. f pet accommodation within the decant property is not feasible, Bield will support the tenant in identifying appropriate alternative arrangements, including short-term fostering. In exceptional circumstances, discretionary support may be considered for any reasonable costs associated with temporary pet care, subject to prior approval.
- 7.7. All efforts will be made to ensure that the welfare of the pet and the wellbeing of the tenant are safeguarded during the decant period.

## 8. Insurance

- 8.1. Where decants related to insured events (eg, fire, flood), Bield will process claims to recover costs for accommodation, removals, storage, and loss of rent.
- 8.2. Tenants are encouraged to arrange their own home contents insurance.

## 9. Compensation for noise and disruption

- 9.1. Tenants who experience significant disruption because of works such as noise, temporary loss of facilities or restricted access to parts of their home or communal areas may be eligible for compensation.
- 9.2. Any compensation awarded will be determined on a case-by-case, taking into account factors including (but not limited to):
  - Loss or restriction of access to communal facilities or services
    - Level and duration of noise disruption
    - Whether a temporary relocation is required
- 9.3. An illustrative example of the Disturbance Compensation Calculation is provided at Appendix 5.



## 10. Claiming compensation

- 10.1. Tenants will be informed in advance of any works that may cause disruption.
- 10.2. Bield will advise affected tenants of the eligibility and entitlements.
- 10.3. Compensation will be paid via BACS unless otherwise agreed.

## 11. Publicising and Accessibility

- 11.1. This policy will be made available on the Bield website and on the Bield intranet.
- 11.2. We are happy to translate any of our policies and provide an interpreter if our customers need help.

## 12. Scheme of Delegation

- 12.1. The Director of Customer Experience has overall accountability for policy implemenetation and strategic oversight.
- 12.2. The Head of Housing has operational responsibility for policy compliance, procedure development, and staff awareness.

## 13. Monitoring, Reporting, and Review

- 13.1. Decant activity will be monitored to assess policy effectiveness and operational efficiency.
- 13.2. Key performance indicators could include:
  - Number of decants initiated
  - Average duration of decant periods
  - Tenant satisfaction with decant experience
- 13.3. This policy will be reviewed every five years or earlier if legislative, regulatory, or strategic changes necessitate.

## 14. Complying with the Law and Good Practice

## Housing (Scotland) Act 2001

14.1. The Housing (Scotland) Act 2001, covering the Scottish Secure Tenancy Agreement (SST) puts social housing providers under an obligation to ensure that the house is kept wind, watertight and habitable.

## **Scottish Social Housing Charter**

- 14.2. As a Registered Social Landlord (RSL), we are regulated by the Scottish Housing Regulator (SHR). The SHR's statutory objective is to safeguard and promote the interests of current and future tenants, homeless people, and other people who use services provided by social landlords. In developing our policy, we have taken account of good practice, including that developed by the Scottish Housing Regulator.
- 14.3. The SHR uses the outcomes and standards in the Charter to assess the performance of social landlords. The key outcomes that have been considered in the development of this policy are



- Outcome 1 Customers have their individual needs recognised, are treated fairly and with respect, and receive fair access to housing and housing services. Customers find it easy to communicate with us and get the information they
- Outcome 2 need about us, how and why we make decisions about the services we provide.
- Outcome 5 Customers' homes are well maintained, with repairs and improvements carried out when required, and customers are given reasonable choices about when work is done.
- Outcome 13 Customers receive services of continually improving value for rent and other charges they pay.
- 14.4. As a provider of care, we are regulated by the Care Inspectorate. The Care Inspectorate uses Health and Social Care Standards to assess the performance of care providers. The key standards that have been considered in the development of this policy are: [delete as appropriate]
  - Standard 4 I have confidence in the organisation providing my care and support
  - Standard 5 I experience high quality environment if the organisation provides the premises.

## Scottish Housing Regulator's (SHR) Regulation Framework

14.5. This policy is aligned to Standards 2, 3, and 5 of the Scottish Housing Regulator's (SHR) Regulation Framework:

#### Standard 2

The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.

#### Standard 3

The RSL manages its resources to ensure its finaical wellbeing while maintaining rents at a level that tenants can afford to pay

#### Standard 5

The RSL conducts its affairs with honesty and integrity.

## 15. GDPR

15.1. We will treat all personal data in line with our obligations under the current data protection regulations and our Privacy Policy. Information regarding how all data will be used and the basis for processing your data is provided in our Customer Fair Processing Notice.



## Appendix 1 Equality Impact Assessment

1	Title of Policy to be assessed: Decant Policy
2	Date: 05 / 03 / 2025
3	Lead Officer/Manager: Zhan McIntyre
4	EQIA Team (who will be involved):
5	Director/Manager: Tracey Howat
6	Is the function or policy existing, new, or review: Review
7	Set out the aims/objectives/purposes/outcomes of the function or policy, and give a summary of the service provided:
	The purpose of this policy is to
	<ul> <li>Manage decant proceedings in a consistent, fair and equitable manner, taking full account of the Association's statutory obligations</li> <li>Provide a responsive service to tenants needs</li> </ul>
	<ul> <li>Ensure reasonable compensation and assistance, with prompt payments in cases of financial hardship.</li> </ul>
	<ul> <li>Provide alternative accommodation that meets Bield's letting standards and specific tenant needs, including adaptations.</li> </ul>
	<ul> <li>Minimise the time and inconvenience for tenants in temporary accommodation</li> </ul>
	Minimise rent loss.
	The policy applies to all Bield colleagues
7a	Who should benefit from the policy (target population): Tenants who must temporarily leave their home.
7b	Linked policies, functions: Are there any other functions, policies or services, which might be linked with this one for this exercise? Please list. Home Loss Disturbance Policy
8	State whether the policy will have a positive or negative impact across the following factors and provide initial comments/observations.
	Age: Older people, people in the middle years, young people, and children.
	<b>Disability:</b> includes physical disability, learning disability, sensory impairment, long-term medical conditions, mental health problems.
	Maternity and civil partnership



within a civil part		people expecting or rec	, <u>,</u> , , , , , , , , , , , , , , , , ,
Race: Minority eth	nic people (include	es Gypsy/Travellers, non	-English speakers).
		rith no religion or belief. people (include issues re	elating to pregnancy a
Gender reassignr another.	nent: The process	of changing or transition	ing from one gender t
Sexual orientation People in remote,		sexual, and heterosexua n <b>d locations</b>	l people.
		e.g. part-/full-time, short-	term, job share,
People who have		groups (includes those	living in poverty/peop
Population groups	Positive Impact	Negative Impact	Comments
Age		Short term	Moving when older can cause considerable stress
Disability		Short term	Tenants who have a visual impairment or cognitive impairment may find this process particularly difficult.
Maternity and civil partnership	N/A	N/A	No impact expected
Race		Short term	Tenants without English as a first language may find this process particularly difficu
Religion or belief			Tenants needing live near a specifi place of worship may be impacted relocated far awa
Sex and Gender reassignment	N/A	N/A	No impact expected
Sexual orientation	N/A	N/A	No impact expected
People in remote, rural, and/or island locations		Short to medium term	Potential difficulty finding suitable alternative accommodation.
People in different work patterns	N/A	N/A	No impact expected
People who have low literacy		•	Tenants with low literacy may



				proce	gle with the ess	
	People in different socio-economic groups	N/A	N/A		npact	
9	What evidence do	you have for the	statements you	have made abo	ve? Focus	
	on:					
	<ul> <li>Needs and e</li> </ul>	experiences;				
	<ul> <li>Uptake of se N/A</li> </ul>	ervices;				
	<ul> <li>Levels of pa N/A</li> </ul>	rticipation.				
10	From the evidence impact has been id		tions, if any, will	you take where	e the negativ	
Рорі	ulation groups	Proposed a	action	How will it ad negative impa		
Age		assign sing	fer information	Addresses st confusion	ress and	
Disability:		assign sing contact, of	Provide time for meetings, assign single point of contact, offer information leaflets, and consider advocates		Supports those with cognitive or visual impairments	
	ernity and civil	N/A		N/A		
Race		assign sing	fer information d consider translate nd offer	Supports nor speakers.	-English	
Relic	gion or belief		npact of travel	Reduces relig	lious	
		to place of		disruption	•	
	and Gender	N/A		N/A		
	signment Jal orientation			N/A	<u> </u>	
	ble in remote, rural,	N/A N/A	N/A N/A			
	or island locations			N/A		
	ole in different work	N/A		N/A		
	ole who have low	assign sing contact, an		Supports tho difficulty read		
Peor	ole in different socio-	N/A		N/A		
economic groups		1				
econ	fly explain how the			L		

How will it provide equality of access to services, information, and employment?
Does it or could it celebrate diversity?



- Will it or could it promote good relationships within and between communities?
- How will it provide good quality, inclusive services?

Ensures equal access to services and information.

Supports diverse needs by making reasonable adjustments.

Promotes inclusive services by providing support mechanisms for affected tenants.

Any additional information, questions, or actions required? Please explain.

## Sign off:

As Director I am satisfied with the results of this EIA The findings will be referred to within Service Plans and target set. The Action Plan will be reviewed annually within Business planning reporting.

Signature:

Date:



## Appendix 2 Decant occupancy agreement

## OCCUPANCY AGREEMENT

FOR

[insert address of decant property] ("the Property")

## BETWEEN

Bield Housing and Care Limited, # (hereinafter referred to as "the Association")

and

[ insert name of tenant(s) ] (hereinafter referred to as "the Tenant(s)), residing at [ insert tenancy address ] (hereinafter referred to as "the Tenancy")

WHEREAS the Association has let to the Tenant(s) the subjects forming the Tenancy under and in terms of a Scottish Secure Tenancy Agreement ("the Tenancy Agreement") dated [ date tenancy agreement signed ] whereas due to [ insert reason for decant, i.e. repair works/maintenance works etc] which required to be undertaken at the Tenancy the Association and the Tenant(s) have agreed that the Tenant(s) and those residing with them at the Tenancy will occupy the property in terms of this License to Occupancy on the following terms and conditions:

- 1. This Agreement is not a Scottish Secure Tenancy or a Short Scottish Secure Tenancy as defined by the Housing (Scotland) Act 2001. The Association and Tenant(s), in entering in to this Agreement, acknowledge that nothing contained in the Agreement is to be construed as conferring on the tenant(s) the rights of a tenant in relation to the Property.
- 2. This Agreement allows the Tenant(s), and those residing with them at the Tenancy to live temporarily in the Property from [ insert date of entry to the Property ].
- 3. The Property is provided only for such a period as the Tenant(s) requires alternative accommodation whilst works are being carried out to the Tenancy which is let to the tenant(s) in terms of the Tenancy Agreement, a copy of which is annexed hereto.
- 4. The tenant(s) shall remain the Tenant(s) of the Tenancy whilst in occupation of the Property and their obligation, responsibilities and duties in terms of the Tenancy, including but not limited to payment of rent under the Tenancy Agreement, remain during the period of occupation of the Property by the Tenant(s).
- 5. The Agreement shall be ended either by:-

(a) the Association giving the Tenant(s) notice in writing that the repairs to the Tenancy are complete. The Tenant(s) shall be given three days notice to vacate the property and return to the Tenancy, leaving the Property in a condition no worse than the condition it was in when they took up occupation on [ insert date of entry to decant property ]; or



(b) the termination of the aforesaid Tenancy Agreement between the Association and the tenant(s).

- 6. The Tenant and the Housing Association agree that the Property is to be occupied on the terms and conditions specified in the Schedule appended hereto.
- 7. The Parties to the Agreement consent to the registration hereof for preservation and execution. IN WITNESS WHEREOF

Signed for and on behalf of the Association	:
At (location)	on (date)
In the presence of this Witness:	(sign)
	(name)
Signed by the Tenant(s):	(tenant)
	(joint tenant)
At (location)	on (date)
In the presence of this Witness:	(sign)
	(name)



#### THE SCHEDULE

#### The Tenant agrees:

- 1. To occupy the Property as a domestic dwellinghouse, and to keep the Property in a clean and tidy condition and not to use the Property for any commercial purpose or undertakings.
- 2. To live in the Property with his/her family and other recognised co-residents and not to sub-let the Property or allow anyone else to live in it.
- 3. Not to cause or permit those living with you to cause annoyance to neighbours.
- 4. Not to carry out alterations or repairs in the Property and not to attach any fittings, shelves, implements, nails or screws or other fixtures to the walls or woodwork.
- 5. To notify the Association of any defects or repairs arising in the Property.
- 6. The Tenant will permit the Association or any person authorized by them, at any reasonable hour to enter into the Property for the purpose of inspecting, altering, improving or maintaining any part of the Property, provided at least twenty four hours written notice is given.
- 7. To be responsible along with the other residents in the close for sweeping and washing the common stair in weekly rotation.
- 8. To reimburse the Association for the cost of repairing any damage (including re-decoration costs) other than that due to reasonable wear and tear which the Tenant or any other person residing with him/her has caused to the Property.

(Signature of Proprietor/Tenant)	(Signatory for the Housing Association)
(Witness)	(Witness)
(Full Name of Tenant)	(Date)



Appendix 3 Decant compensation framework The following table outlines typical levels of compensation or support provided. All payment s are discretionary and may be adjusted based on individual circumstances.

Scenario	Support / Compensation
Temporary move to another Bield property	Full removal service including packing,
(Bield arranges removal)	transport, storage, disconnection/reconnection
	of white goods, and floor/window coverings.
Temporary move to another Bield property	Reimbursement of reasonable and agrees
(tenant arranges removal)	expenses
Tenant arranges own accommodation (eg	Reimbursement of reasonable expenses, to be
Airbnb, friends/family).	agreed on a case-by-base basis in line with
	Section 6.5 of the policy.
Hotel accommodation arranged by Bield	Hotel costs covered by Bield, including
Meal allowance	breakfast and evening meal. £25 per tenant per
	day provided for incidentals (see Section 6.4)
Loss or restriction of communal facilities or	Will be calculated on a case by case basis.
services	Starting point is typically 5% due for the duration
	of the disruption.



## Appendix 4 Decant information pack

Project Name / Location

#### Introduction

Bield Housing and Care is committed to ensuring your home remains safe, comfortable and wellmaintained. As part of this commitment, we are undertaking improvement works at [insert development name], which may require some tenants to temporarily relocate.

This pack outlines everything you need to know about the decant process, including support available, timescales and compensation.

#### Why Works are Taking Place

[insert brief summary of the works, why they are necessary, and the expected benefits for tenants.]

#### Who is affected

[insert of which homes/tenants are affected and why]

#### Timescales

Please note, these may be subject to change

Works start date:	[insert date]
Estimated duration:	[insert weeks/months]
Expected completion:	[insert projected end date]
You will receive at least:	[insert notice period] notice before any move is required.

#### **Decant options**

We will work with you to determine the most suitable option for your temporary relocation.

#### Delete/add as appropriate

Option 1: Temporary move to another Bield Property

- Fully supported removal service
- Disconnection/reconnection of white goods
- Storage of items if needed
- Window coverings and floor (as required)

Option 2 Hotel accommodation

- Hotel costs covered (DBB rate)
- Allowance each day for reasonable expenses

Option 3 Stay with friends or family

- Allowance per day
- Full rent and service charge reimbursed for each day out of the property

Option 4 Self-arranged temporary accommodation

• Reimbursement of reasonable expenses (to be agreed)#

#### **Moving support**

- We will arrange removals contractor and confirm dates with you
- Packing materials and support are available
- A named Decant Coordinator will support you throughout the process

#### During the works

- Regular updates will be provided
- Access to on-site staff will be maintained



#### Compensation

You may be entitled to compensation depending on the level of disruption:

- Loss of communal facilities: calculated case by case
- Temporary relocation
- Disturbance allowance: depending on decant option

#### **Returning home**

- We will arranged and cover all necessary support to return you home
- We will confirm when you property is ready and safe for return
- Any snagging or outstanding works will be resolved promptly.

#### Who to contact Your local contact for this project is:

Name	[insert name]
Role	[insert role]
Phone	[insert number]
Email	[insert email]



## Appendix 5 Example of disturbance compensation calculation

## Development Example Court, Glasgow

Two levels of disruption were identified in relation to the essential works at Example Court. The compensation detailed below has been developed to provide equitable reimbursement for inconvenience, temporary relocation, and disruption to services and facilities.

#### Level 1: Loss or Restriction of Communal Facilities

Eligibility Households affected by a substantial reduction in access to communal lounges, laundries, or other shared amenities. Compensation for loss or restricted of communal facilities will be calculated per tenancy, as rent and service charges are charged on this basis.

Payment amount	£25 per month (based on around 5% of rental charge)
Duration	six months (estimated contract duration)
Total compensation	£150 per flat

Note: payment is pro-rated if duration is shorter or longer than the anticipated timeframe.

#### Level 2: Temporary relocation from the home

Tenants required to vacate their home for the duration of the works were given the option of either hotel accommodation or staying with friends/family.

#### **Option 1 – Hotel accommodation (arranged by Bield)**

Accommodation Dinner, bed and Breakfast (DBB) rate at a local hotel. Alcohol not reimbursed £25 per tenant per day to cover incidental costs Disturbance payment 50% of daily rent and service charge, per day of displacement (8 days anticipated One payment per tenancy.

#### **Option 2 Staying with friends or family**

Expense allowance £50 per day per tenant to offset costs while staying with friends/family Disturbance payment 100% of daily rent and service charge, per day of displacement (8 days anticipated). One payment per tenancy.







Speaking your language - we are happy to translate our policies on request.

يمكن ترجمة سياساتنا عند الطلب إذا كنت بحاجة إلى مساعدة ، فيمكننا توفير مترجم

Nasze zasady mogą być przetłumaczone na żądanie. Jeśli potrzebujesz pomocy, możemy zapewnić tłumacza

我们的政策可以应要求翻译。 如果您需要帮助,我们可以提供翻译

> ہماری پالیسی کا درخواست پر ترجمہ کیا جاسکتا ہے۔ اگر آپ کو مدد کی ضرورت ہو تو ہم ایک ترجمان فراہم کرسکتے ہیں

