

# Emergency Accommodation, Permanent and Temporary Moves Policy

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Author(s): Head of Resident Services

## 1. Our policy statement

- 1.1. Sage Homes aims to provide high quality housing and to maintain its homes to an equally high standard. Sometimes we may need to temporarily move customers to another property because we must carry out repairs which cannot reasonably be done with the customer at the home. On very rare occasions, it may also be necessary to permanently move a customer where redevelopment or demolition is required.
- 1.2. Where possible, we will carry out works whilst the customer remains in their home. However, there will be certain situations when this is not possible, and where this is the case, we will arrange to move the customer to an alternative property.
- 1.3. We recognise that moving can be upsetting especially when this is outside our customers control and so we are committed to making the move as easy as possible.
- 1.4. We will consult with our customers before moving them from their current home and provide clear information to keep the customer informed throughout the process. The customers individual needs will always be considered regarding alternative accommodation.
  - 1.4.1. If the customer refuses to move when required to do so, it may become necessary for Sage to exercise other rights, including legal action, to ensure the customer moves to carry out the required repairs.
- 1.5. The move should only last for as long as the works are being carried out, apart from cases where there is a permanent move due to loss of the original home.
- 1.6. Our commitment to is to make sure that suitable alternative accommodation is provided if a customer needs to be rehoused on a temporary or permanent basis.
- 1.7. Whilst we are committed to keeping communities together, this may not always be possible and customers might not be able to return to the property they were moved from.
- 1.8. Where a customer does not agree with our final offer of accommodation, they have the right for this decision to be reviewed.
- 1.9. A move from one property to another will not affect other outstanding tenancy issues such as arrears, anti-social behaviour, or ongoing legal action.
- 1.10. If the move is temporary, the customer retains security of tenure for their original property and will continue to pay rent accordingly.
- 1.11. Where a move is required in order to carry out repairs, Sage will pay the cost of such repairs and the move itself. Sage will not be liable for the costs of any repair or move that arises from customer's acts or omissions or which are due to customer negligence, and any such costs will be recharged to the customer.
- 1.12. The customer may, subject to eligibility, be entitled to receive Home Loss Compensation when a permanent move is required. The customer may also be eligible for a Disturbance Payment for the reasonable cost of moving, which may include a rent reduction or suspension, for both permanent and temporary moves.
  - 1.12.1. If compensation or payment is to be paid, any rent arrears or other debts may be deducted from the payment.
- 1.13. This policy has been developed in line with the [Land Compensation Act 1973](#),

[Housing Act 2004](#) and [Home Standard](#).

## 2. The scope of this policy

- 2.1. This policy applies to all rental customers of Sage Homes.
- 2.2. This policy excludes customers moving due to transfers, mutual exchanges or ending their tenancy.
- 2.3. This policy does not cover unauthorised occupants, subtenants, lodgers, licensees, and other non-secure occupants.

## 3. Equality and diversity

- 3.1. Sage is committed to making sure all services are accessible to all our customers. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information.
- 3.2. This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other defined within the [Equality Act 2010](#).
- 3.3. On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

## 4. Delivery of this policy

- 4.1. This policy should be read alongside:
  - Lettings and Allocations Policy
  - Defects Policy
  - Repairs Policy
  - Tenancy Policy
- 4.2. The effective delivery of this policy including training, guidance and support required by staff for implementation of this policy will be provided by the Resident Services and Repairs and Voids Team.

## 5. Policy review

- 5.1. We will review this policy at least every three years to make sure it remains relevant and accurate unless:
  - Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice
  - We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints, or findings from any independent organisations.

Version	Checked by	Amendments	Approved at/by	Date of Approval	Published by	Date of Review
2.3	Head of Resident Services, Lettings & Homeownership Director	Strategic review and update to corporate template	Leadership Team	Jan 24	Office Management	Jan 27
2.4	Head of Field Services	Added clauses regarding rent payments and rent reduction/suspension as compensation; removed reference to decant	C&P	June 24	Office Management	Jan 27

## Appendix A – Moving homes

We will meet with you to assess your individual needs and agree the best way to proceed given the circumstances.

### Emergency moves

- If you must move due to an emergency (for example in the event of a fire or flooding) we will make arrangements for temporary accommodation for you while repairs are carried out.
- For a short period of time, a hotel/ aparthotel/ B&B accommodation may be appropriate at a reasonable cost. This will be the most suitable in instances where your property is likely to be uninhabitable over a short period of time (ie less than one month) such as a defect.

### Temporary moves

- If the move is needed due to carry out necessary repairs, you will usually return to your home once the repairs are complete (unless the works are scheduled to take longer than 6 months - see permanent moves below).
- If you stay with family / friends while we carry out the repairs, you will be entitled to receive compensation.
- If you cannot stay with family / friends, we will make you a direct offer of accommodation, or make hotel / B&B arrangements for you. If you choose to make your own hotel / B&B arrangements, the cost of the accommodation must be reasonable and agreed with us in advance.
- For medium to long-term periods (over one month) it may be appropriate to find a tenancy in an apartment or house that suits your needs. In this case a Licence Agreement may be used.

### Permanent moves: tenants

- In some situations, where major redevelopment work is being undertaken, a property may need to be demolished or significantly altered. Where this is the case, the customer would be permanently rehoused. This does not include work for defects or repairs no matter how major.
- This would result in a new letting and Sage will provide suitable alternative accommodation for a permanent move and work with you to meet your requirements and preferences, where possible.

### Permanent moves: leaseholders

- We will buy out your stake in the property at full market value and pay you compensation so you can buy or rent on the open market.
- Where a property affected by major works or redevelopment proposals is in private ownership, we will offer to purchase your property.
- The market valuation will be determined by the appointment of an independent RICS qualified surveyor.