



Replacement Homes Policy

1.0 Introduction

1.1 This Policy outlines our approach when we ask you to move from your home, either on a temporary or permanent basis.

A temporary move is where we expect you to move back to your main home. A permanent move is where you move to another property and will not move back to your current home.

We may use the term 'decant' to refer to a temporary or permanent move.

1.2 Our Policy covers the following occupancy agreements¹:

- Assured (non-shorthold)
- Secure (periodic)
- Assured shorthold
- Licences
- Leasehold and shared ownership – for temporary moves only.

1.3 This Policy does **not** cover the following types of homes or properties:

- Intermediate rent
- London Living Rent
- Market rent
- Spruce Homes
- Care and supported housing schemes
- Commercial units
- Sublet properties by buy-to-let investors.

1.4 When we use the terms 'you' and 'your' in this Policy, we mean tenants or licensees. The terms 'we', 'our', and 'us' mean Southern Housing.

2.0 Temporary moves

2.1 When we may ask you to move

2.1.1 The most likely reasons we may ask you to move out of your current home temporarily are because we need to either:

¹ This includes homes for social rent, affordable rent, independent living, extra care, Triathlon Homes, third-party managed homes or homes we manage on behalf of another landlord (subject to the obligations set out in the management agreement), student and keyworker homes, cooperative and shortlife homes

- Carry out major repairs or refurbishment that are our responsibility
- Allow our landlord (if we're not the freeholder) to carry out works
- Respond to a change in the building evacuation strategy and make special provisions for your household for fire safety reasons.

2.1.2 In most cases, we'll be able to carry out works while you remain in your home. We'll always consider your views, and base our final decision on:

- If the work is likely to be disruptive or dangerous
- The risk to the household and/or visitors.

2.1.3 We'll advise you of your re-housing options and when we expect the move to happen. In cases of fire, flood, or another serious issue, we'll assess the situation and, if required, offer the most suitable temporary accommodation available while we determine the full extent of repairs needed.

2.2 Do different rules apply to homeowners?

2.2.1 In this section we highlight some of the different rules for homeowners, but there may be others, e.g. we may not make any payments to cover increased costs of not living in your home.

2.2.2 This Policy only relates to us helping homeowners with temporary accommodation if they're living in their flat² as their home.

If there are circumstances that mean a flat will no longer be habitable, we'll consider what, if any, offer of help we will make. This will be entirely separate from and outside of this Policy.

2.2.3 We'll only support homeowners to find alternative accommodation in exceptional and rare circumstances and entirely at our discretion. For example:

- We need to undertake very extensive remedial works to a block, meaning some or all of the block will not be habitable, or
- In exceptional circumstances, if we need to make special provisions for your household.

2.2.4 If you're unable to live in your home due to a situation such as a flood, the buildings insurance will usually cover the cost of alternative accommodation. Usually, we will insure the building, If we aren't the freeholder, the freeholder or their agent will insure the building.

As a homeowner, especially where it may be only a single homeowner affected, we would expect you to contact the building insurer for advice. This applies regardless of whether we or another party insures the building. You should ensure you have the building insurance claim line details; we suggest you store them on your phone.

² We may consider helping shared owners in houses in exceptional circumstances

If you need help with such an emergency, you can contact us, and we will help as you may need. You should not consider the provision of help to alter your responsibility in any way. We may ask you to cover any costs we have incurred in any help we've provided or that may subsequently be needed and/or provided.

2.2.5 We may recover the cost of alternative accommodation via the building's service charge, unless covered by insurer or other responsible party. In some cases, and depending on your lease and the circumstances, you may need to cover the cost of alternative accommodation directly. This might be in addition to, or instead of, covering the cost for your home/property. We'll determine our approach by:

- The reason you need to move out
- What your lease provides for
- Who will be paying for the works required.

2.2.6 If a homeowner is subletting, and the sub-tenant or a member of their household requires special provisions, we usually expect the homeowner to make alternative arrangements for their tenant. We may at our discretion, in exceptional circumstances, assist the homeowner offering the sub-tenant temporary alternative accommodation, if we consider it appropriate. This is likely to be at the homeowner's expense unless covered by insurance or other responsible party.

2.2.7 Where we do offer to help find alternative temporary accommodation our approach will largely be guided by this Policy, but you must expect there will be variations. These variations will be dependent on the circumstances related to why you need to move, what your lease says, and who will fund or cover the costs (e.g. service charges or the building insurer).

2.3 The accommodation we'll offer you

2.3.1 We'll make you one reasonable offer of suitable alternative accommodation based on your housing need (as outlined in Appendix A of our [Housing Options & Lettings Policy](#)). This may be one of our homes or accommodation we don't own. We'll consider your circumstances and reasonable preferences.

2.4 What happens to your tenancy/lease and rent if you move to a home we own?

2.4.1 If you move temporarily, we'll usually issue you a temporary occupancy agreement.

2.4.2 You usually need to continue to pay rent and service charges for your main home, depending on any specific terms in your tenancy agreement/lease.

2.5 Extra care residents

2.5.1 We'll work alongside the care providers and adult social care to ensure:

- We review your housing needs
- We consider the impact of a temporary move
- Your care needs are met.

2.5.2 If a move is needed, we'll usually try to rehouse you in an empty flat or guest suite at the same scheme.

3.0 Permanent moves (rented homes only)

3.1 When we may ask you to move

3.1.1 We may ask you to move out of your current home permanently because:

- It's unsafe to occupy
- It's part of a redevelopment project
- It's subject to a compulsory purchase by a third party
- We decide to dispose of it or the building in which it's located.

3.1.2 A director of the relevant service area will decide when we'll move you permanently, informed by the reason for the move.

3.1.3 At the earliest possible stage, we'll let you know we need you to move. We will advise you of your re-housing options and when we expect the move to happen. We will confirm our discussions in writing.

3.2 The accommodation we'll offer you

3.2.1 We will usually make you a maximum of two reasonable offers of accommodation, based on your housing need (as outlined in Appendix A of our [Housing Options & Lettings Policy](#)). We'll consider your circumstances and reasonable preferences. If you refuse the second (final) offer, we may take legal action to end your tenancy.

3.2.2 We will:

- Work in partnership with local authorities in areas you want to move to
- Ensure you have the correct priority on the Housing Register enabling you to move to another home as soon as possible.

3.3 What happens if a suitable property isn't available by the time you need to move?

3.3.1 If we need to move you temporarily until suitable permanent accommodation is available, we'll issue you a temporary occupancy agreement and confirm any rent and charges you have to pay. [Section 4.4](#) explains how this works.

3.3.2 We will give you regular updates and work with you to find a permanent home.

3.4 What happens to your tenancy

3.4.1 You will surrender your current tenancy and sign a new tenancy agreement for the property you move to. Usually, we'll offer you the same security of tenure and any rights you had with your previous tenancy. The exception is where we're not able to offer the same security at a specific home by law or regulation.

4.0 Support we'll offer

4.1 We understand moving home can be disruptive. We aim to make the process run smoothly for you. Each move is different, and we'll take your individual circumstances into consideration. When making any decisions we'll look at:

- The needs of you and your household
- Any risks or hazards in your home
- Any reasonable adjustments that can be made to support you.

4.2 We'll assign a dedicated officer to support you throughout the process. They'll:

- Meet you to discuss your accommodation needs and specific support needs
- Liaise with your family, carers or support workers if needed.

5.0 Compensation and other payments you may receive

5.1 If we move you to temporary accommodation, you may be able to claim for some expenses. See [Appendix one](#) for details of compensation payments.

5.2 You may qualify for compensation and other payments, depending on the reason for the move and the length and type of your tenancy/lease e.g. statutory home loss payment and/or statutory disturbance payment. See [Appendix two](#) for details of compensation and other payments.

5.3 We may issue you a pre-payment card with funds credited.

6.0 Refusal to move

6.1 If you refuse to leave your home, we may apply for a court order.

6.2 If we arrange any appointments or services to help you move and we have to cancel them because you don't move, you may have to cover the costs. For example, if we need to cancel removals.

7.0 Appeals

7.1 You can appeal if you feel we've not followed our Policy in relation to:

- The first (final) offer of accommodation we make you for a temporary move (see [section 2.3](#)). Except in cases of fire, flood or other serious issue, where you must move immediately for safety reasons.
- The second (final) offer of accommodation we make you for a permanent move (see [section 3.2](#))
- The compensation we offer you ([see appendices one and two](#)).

7.2 You should make your appeal within 10 working days of our offer.

7.3 Appeals will go to the relevant director. We will let you know our decision within 10 working days.

7.4 When we've completed your appeal, if you still feel we've not followed our Policy, you can access our complaints process.

8.0 Review

8.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.

Policy controls

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Appendix one: Temporary decant compensation

- 1.1 If you incur additional travel costs because of the location of your temporary accommodation, you can claim the following:
 - Additional mileage (mileage allowance is based on HMRC rates)
 - Public transport costs
 - Taxis fares for getting children to school, where public transport isn't available.
- 1.2 Where facilities are not available, you may also claim for:
 - Laundry costs
 - Meals – the level of compensation will depend on whether you're in hotel accommodation or other accommodation.
- 1.3 We will consider compensating you for other costs depending on the length of time you'll be living in your replacement home. Examples are:
 - Disconnection and re-connection of appliances
 - Removals
 - Decorating
 - Redirecting post
 - Curtains and/or blinds
 - Replacement flooring/carpeting
- 1.4 We have guidelines on how much we'll usually pay in disturbance payments. If we have proof you've incurred higher costs, we'll deal with these on a case-by-case basis.
- 1.5 You must provide evidence (e.g. receipts) for all costs you're claiming.

Appendix two: Permanent decant compensation

1.0 Statutory home loss payments

1.1 Statutory home loss payments apply to residents made to leave their home permanently because either:

- The local authority makes a compulsory purchase order
- The local authority makes a prohibition or demolition order affecting their home
- We plan to carry out an improvement or redevelopment of the land including their home
- You are a secure tenant and we have obtained possession of the property under Ground 10 (intention to re-develop) or 10A (intention to dispose under an approved re-development scheme) of [Schedule 2 to the Housing Act 1985](#).

1.2 You're entitled to a statutory home loss payment if 1.1 applies, and:

- You've been living in your home, as your main residence, for at least one year on the date you have to leave and
- You have a legal interest in the property, for example, you are an owner or Assured Tenant or Secure Tenant. Assured Shorthold Tenants or those who have a licence to occupy under a contract of employment where SH is entitled to possession based on the terms of occupation rather than the planned redevelopment will generally not qualify.

1.3 When you qualify for statutory home loss payment, if the local authority is responsible for paying you, we'll help you claim.

If we're responsible for paying you, we'll:

- Check the current amount we need to pay you
- Complete a Statutory Home Loss Payment form and seek approval from a director.

1.4 The statutory payment for tenants is a set amount determined by government regulations³ and reviewed each year.

1.5 For homeowners, the amount of the home loss payment shall be 10% of the market value of their interest in the dwelling, up to a maximum of £81,000.

1.6 We will make the payment to you by the date you have to move or within three months of receiving your claim if that's later. We will divide the payment equally between joint tenants (unless they agree and nominate one person to receive the payment).

³ In line with [The Home Loss Payments \(Prescribed Amounts\) \(England\) Regulations 2023](#)

- 1.7 You should make your claim for your statutory home loss payment as soon as possible after your move. However, you can claim your statutory home loss payment any time within six years of the move.

2.0 Statutory disturbance payments

- 2.1 Statutory disturbance payments are made to cover the reasonable expenses you incur because of a move to a replacement home.
- 2.2 A disturbance payment is available in the same circumstances as a home loss payment (see [section 1.1. above](#)) except in the case of prohibition or demolition orders. Entitlement to a disturbance payment because of a compulsory purchase will depend on the circumstances, and these are outlined below:
- (a) If displacement is by compulsory purchase without intervening use, you must have been in lawful possession of the property at the date when notice of the intention to compulsorily purchase was first published.
 - (b) If displacement is by compulsory purchase with intervening use, you must have been in lawful possession of the property when proceedings towards the purchase were begun, or
 - (c) If displacement by compulsory purchase is by an order, you must have been in lawful possession of the property at the date when the order was made, notice was served or undertaking accepted.
- 2.3 When you are eligible for a disturbance payment, we, or the local authority (if they are responsible for paying), must not limit the amount you can claim, or are entitled to. We do have guidelines relating to the amount we will pay, but we'll always treat each claim on its own merits.
- 2.4 Examples of expenses disturbance payments may cover are:
- Disconnection and re-connection of appliances
 - Removals
 - Decorating
 - Replacement flooring/carpeting (including adjustment and re-fitting of existing carpets)
 - Redirecting post
 - Replacement curtains and/or blinds
 - School uniforms if children have to change schools.

This list isn't exhaustive, and we'll consider other costs that may arise as a result of moving.

3.0 Additional payments

- 3.1 If you're a secure tenant, you may qualify for an additional payment.