

L&Q Temporary Relocation During Repairs Policy

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1 Purpose

- 1.1 L&Q will carry out repair and improvement work to keep your home safe and working well. While this might feel inconvenient, we are usually able to arrange a suitable time to get the work done for you. Almost all such work can be done while you are living in your home.
- 1.2 In a few instances, it may not be safe to carry out certain work with you in your home. This policy explains how we will work with people who may need to stay somewhere else on a temporary basis, for health and safety reasons. We refer to this type of move as a temporary relocation.¹ This may take place due to:
- Some types of planned work, e.g. structural changes
 - Emergencies – e.g. immediately following a fire
 - Medical conditions specifically affected by the particular repair work needed
- 1.3 The focus for this policy is restricted to work being carried out that in our professional opinion genuinely can't be done while you are living in your home. We may undertake other associated work before you move out or after you move back home, where such other work does not need you to be away for us to carry it out. This way, we will aim to minimise any period where you need to be away from your own home.

2 Scope and Exclusions

- 2.1 This policy applies to all L&Q general needs residents, including those living in supported housing (L&Q Living) and therefore excludes shared owners and leaseholders. If you are a shared owner or a leaseholder and require temporary accommodation, you should contact your insurance company.
- 2.2 We understand that there may be other emergency situations where a resident needs to leave their home quickly. This could include where they are at immediate risk due to domestic abuse, gang related violence, high level of anti-social behaviour or hate crime. This is out of the scope of this policy. Please contact our ASB service if you are experiencing this. We can offer advice and will work with the police, and local authority partners, in line with their statutory duties.
- 2.3 This policy does not cover our approach to permanent rehousing. For more information on this please see our Allocations and Lettings policy.

¹ Temporary relocation has sometimes previously been referred to as Decanting

3 Legislation and Regulation

3.1 We aim to meet our relevant legislative and regulatory obligations and will often exceed what we are legally required to do. Those relevant to this policy include, but are not limited to:

- **The Housing Act 1985**

Under this Act we have a duty to ensure residents are provided with suitable temporary accommodation when their homes require essential repairs.

- **Awaab's Law**

The law requires social landlords to act swiftly on serious health hazards like damp and mould. If immediate repairs/remediation cannot be completed, it reinforces that temporary rehousing may need to be used to protect tenants' health and safety.

- **The Equality Act 2010**

The Act prohibits discrimination based on the nine protected characteristics. Please see section 10 for more detail on Equality, Diversity and Inclusion.

- **The Consumer Standards**

The Regulator of Social Housing sets Consumer Standards, which we are expected to meet. Our policies and processes are reviewed in line with such standards. For this policy we draw particular attention to the Tenancy Standard and the Safety and Quality Standard.

4 Definitions

- 4.1 **A 'Move' (Decant)**- where a household needs to be temporarily moved from their home into alternative accommodation.
- 4.2 **Planned Move** - when a household moves out of their home for a fixed period so that planned repairs or improvement work can be complete. The household will only need to move from their home if works cannot be done with them remaining there.
- 4.3 **Emergency Move** – for this policy, an emergency move may happen when an unplanned or unexpected event that makes the resident's home uninhabitable for them, and requires immediate repair works that cannot be completed whilst they are living there. For example:
- Where there has been a fire or flood causing significant damage, or immediately after such an event where we need to establish the extent of the damage.

- Where issues such as damp and mould are causing/or are likely to cause a significant issue to the safety and wellbeing of our resident, and where an element of work to 'make safe' cannot be done while they are present.
- Major structural issues found that make it unsafe to stay.

5 Assessing the Impact

- 5.1 In the case of an emergency, we'll assess your home and if needed, arrange short term accommodation for you.
- 5.2 Following further assessment of your home, we may advise that you can safely return home, and any required repairs can be booked and completed in line with our Repairs Policy.
- 5.3 If on assessment of the property we advise you that you need to remain out of your home, we will work with you to make alternative arrangements, such as finding you suitable temporary accommodation.
- 5.4 For planned works to your home, a temporary relocation may be considered necessary if the nature of the works significantly affects your ability to live safely and comfortably in your home. This includes situations where the scope or complexity of the works makes it impractical to carry them out while you remain there. Unlike an emergency move, these works will be planned in advance so we will try and give you as much warning as possible so alternative arrangements can be made.
- 5.5 Typically, we would not consider damage to your property as a result of your neglect or misuse as a reason for a move.
- 5.6 We recognise that factors such as disability and some health conditions impact your household's ability to live in your home whilst work is taking place. When assessing the impact, we will work with you to understand your needs.

6 Making Arrangements for Temporary Accommodation

- 6.1 Where appropriate, we will discuss with you the possibility of you staying with family or friends. Where you choose to do this you will receive an allowance per week according to your household size.
- 6.2 If you are unable to stay with family or friends, we will allocate you suitable alternative accommodation. In some cases, not all household members may require temporary housing if they are able to make their own arrangements. Alternatively, we may be able to schedule the works to coincide with a period when you are already planning to be away from your home.

- 6.3 When temporary accommodation is required, we will work with our accommodation providers or explore options within our own housing stock to ensure that you are offered reasonable and suitable alternatives. However, as this accommodation is intended to be short-term, it may not match the size or facilities of your permanent home. For example, we may use a hotel for shorter stays, which may offer limited space and amenities. We may offer smaller temporary accommodation if you are under-occupying, but will not offer larger temporary accommodation than your current property, if you are currently overcrowded.
- 6.4 Only people already listed as household members will be eligible for temporary accommodation. Therefore, it is important to keep your tenancy information up to date, so it accurately reflects who lives in the property.
- 6.5 While we aim to minimise the time you will spend away from your home, there may be occasions where temporary accommodation is required for longer than initially planned. We understand that arrangements suitable for a short stay may become unsuitable over time, or that original plans may no longer be practical. We will keep in regular contact with you during this time, so if arrangements need to change, we can work with you on this.
- 6.6 Where you make it clear that you do not want to move from your home, we will review the possibility of you remaining in the property while works are carried out. However, if we assess that the risks are too high due to threats to life or an issue of health and safety, we may need to consider taking legal action to require you to move from the property so that we can carry out the necessary work.
- 6.7 For planned and emergency relocations, you will be responsible for paying rent in your permanent property. This will include utility payment such as gas, electricity, internet and phone bills. You will not be required to pay rent on your temporary property.
- 6.8 Although we do not offer disturbance allowance for temporary moves, during the time away from your home, we may offer an allowance towards some necessary expenses, by prior agreement. For example, we will not pay a meal allowance where a temporary property has cooking facilities. However, if you make your own arrangements or change previously agreed plans without checking with us first, we may not be able to reimburse you. For more details, please see our Compensation and Reimbursement Policy.

7 Access and Personal Property

- 7.1 For your safety, you will not be able to access your home for the duration of the works. If you do require access, there may be circumstances where we can arrange limited access, but we may need to accompany you.

- 7.2 Your belongings may remain in the property if they are moved into a room where works are not taking place. In this case, we will install a temporary lock on the door of the room where the belongings are being stored.
- 7.3 If your belongings need to be moved from the property, and you are unable to pack and manage them yourself, in most cases we will be able to support you with packing and storage arrangements.
- 7.4 If you have a pet, and where it is not possible to take it with you to your alternative accommodation, you remain responsible for making alternative arrangements for the duration of the move.
- 7.5 We are not liable for the damage or loss of belongings and advise you to maintain contents insurance throughout the temporary move.

8 Returning Home

- 8.1 Throughout the works we will try to give you an estimate of when you can expect to move back home and will contact you if anything changes.
- 8.2 Once works have been complete, we will carry out an inspection and the necessary health and safety checks to ensure the property is safe for you to return home.
- 8.3 At the inspection we will also agree with you any follow up works that can be completed with you back in your home.
- 8.4 You must move back to your permanent home by the date we give you, once the agreed works have been completed. You will not have a tenancy agreement for the temporary accommodation and may breach the tenancy for your permanent home if you do not move back. Where your home is ready to move back into, and you do not move back, we will recharge the daily rate for the temporary accommodation on top of your main rent.

9 Equality, Diversity and Inclusion

- 9.1 Under the Equality Act 2010 we have a responsibility to have due regard to the need to eliminate discrimination and promote equality of opportunity. Therefore, where appropriate, and in line with our responsibilities under the Equality Act 2010, we will consider reasonable adjustments.
- 9.2 If you need to move under this policy, we will check whether there are reasonable adjustments we need to consider. See also our Supporting Residents with Additional Needs Policy.

10 Communication

- 10.1 This policy will be published on the L&Q website.
- 10.2 We will publish this policy internally for colleagues to access, along with associated procedures, processes and guidance.
- 10.3 Complaints regarding the application of this policy, will be managed in line with our Complaints Policy.

11 Policy controls sheet

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Approved by: Customer Group

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Policy owned by: Customer Service and Revenue Director

Associated documents: Repairs Policy, Allocations and Lettings Policy, Damp and Mould Policy, Rehousing Standard Operating Procedure, 06.02.02 Temporary Decant- Planned, 06.02.01 Temporary Decant- Emergency

Main change	Key points
Introduction of a new policy that separates temporary rehousing from the wider Allocations and Lettings Policy.	- The policy focuses on situations where repair or improvement works cannot be safely completed while a resident remains in their home. - Alignment with Awaab's Law
Reviewed by: The Policy Team	
Approved by: Customer Group	