

# **Temporary or Permanent Relocation Policy**

## 1. Policy Scope

This policy outlines Bernicia approach to temporary or permanent relocation of customers when their homes become unfit for habitation or require significant works that cannot be completed while the property remains occupied.

The policy aims to ensure customers are treated with dignity, respect, and fairness throughout the process while maintaining their safety and wellbeing.

The policy applies to hazards that are within the landlord's responsibility and control, which are a result from defects, disrepair or lack of maintenance and pose a significant or emergency risk of harm to customers health and safety.

The policy operates within the frameworks of, but is not limited to:

- Housing Act 1985 and 1996
- Landlord and Tenant Act 1985 (including section 10A - Awaab's Law provisions)
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's Law)
- Social Housing (Regulation) Act 2023
- Equality Act 2010
- Human Rights Act 1998
- Housing Health and Safety Rating System (HHSRS)
- Building Safety Act 2022
- Homes (Fitness for Human Habitation) Act 2018
- Housing Ombudsman Service expectations and complaint handling code
- Regulator of Social Housing Consumer Standards

## 2. Policy Standards

### Standard 1: Circumstances Requiring Temporary Accommodation

Temporary accommodation will be required in the following circumstances:

#### Emergency

Immediate relocation is required within 24 hours or as soon as reasonably practicable, when relevant safety work cannot be completed to make the property safe, including:

- Gas leaks
- Total loss of heating (particularly in cold weather)
- Total loss of water supply
- Electrical hazards such as exposed wiring
- Significant leaks
- Broken external doors or windows presenting security risks
- Prevalent damp and/or mould having material impact on customers health
- Significant structural defects or disrepair
- Fire or flood damage

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- Any other circumstances posing immediate danger

## **Significant Hazard**

Relocation is required within 5 working days when relevant safety work cannot be completed within timeframes for significant hazards presenting a significant risk of harm, including:

- Damp and mould hazards that pose significant risk
- Structural issues requiring extensive works
- Health and safety hazards requiring vacant possession
- Properties deemed unfit for habitation during works

## **Planned scheduled relocation for:**

- Major repair programmes
- Planned maintenance requiring vacant possession
- Building improvement works
- Regeneration projects

## **Standard 2: Circumstances Requiring Permanent Accommodation**

Permanent relocation may be required in circumstances such as the demolition of a property, or a renovation and regeneration. Where permanent moves are necessary, we will fully consult with affected customers, providing clear rehousing timescales, offer priority rehousing status, and support customers in finding suitable permanent accommodation.

If permanently relocated customers retain same tenancy rights and will be rehoused in a suitable property (size and location).

## **Standard 3: Assessment and Decision-Making Process**

### **Initial Assessment**

Before we will consider moving customers out, we will conduct thorough property inspections, complete comprehensive health and safety risk assessments and explore all alternatives to avoid customers having to leave their homes. We will document all findings and decision making.

### **Declining Alternative Accommodation**

Customers can refuse alternative accommodation and opt to stay with family and friends or remain in their home while it is made safe.

The decision to accept or decline accommodation ultimately rests with the customer.

If the customer changes their mind after refusing alternative accommodation, while we are not required to make further offers of accommodations, we will consider our wider

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safety duties and responsibilities and be responsive to customer needs and personal circumstances.

## **Customer Needs**

We will carry out a comprehensive assessment considering household composition and individual needs, any medical conditions and care requirements, employment and educational commitments, support networks and family connections, financial circumstances, and vulnerabilities.

We will consider any occupational assessments or adaptations needed when assessing suitability.

## **Reasonable Adjustments**

We will make reasonable adjustments for customers who need accessible accommodation, additional support services, extended timescales where appropriate, and specialist equipment or adaptations.

## **Standard 4: Communication and Consultation**

### **Initial Notification**

Customers will receive a clear written explanation of why they need to be moved, expected duration of temporary accommodation, anticipated return date where applicable, details of alternative accommodation options, financial implications and available support, plus contact details for their main point of contact for the duration of displacement.

### **Risk Communication**

We will clearly explain all risks to customers who decline to move, during the initial notification period or as soon as practicable.

### **Ongoing Communication**

Throughout the process, we will provide regular updates on work progress, advance notification of any delays where possible, clear timescales for key milestones, a point of contact to support the customer through the process and out-of-hours emergency contact arrangements.

### **Consultation Requirements**

Customers have the right to discuss their individual circumstances, request alternative accommodation options, seek clarification on any aspect of the process, raise concerns, and access independent advice and support.

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## **Standard 5: Alternative Accommodation Standard and Quality**

### **Suitability Criteria**

Our alternative accommodation will meet enhanced standards including being safe and fit for habitation with no significant or emergency hazards, appropriate for household size and composition, suitable for the length of stay required, with adequate facilities including kitchen facilities for longer stays, and considering customers individual needs and vulnerabilities.

We will provide standard flooring and window coverings in temporary accommodation.

### **Location Considerations**

When finding alternative accommodation, we will consider proximity to employment, schooling, access to healthcare services and medical appointments, family and support networks, public transport and community links.

### **Quality Standards**

All alternative accommodation will meet Decent Homes Standard, health and safety requirements, appropriate space standards for household composition, energy efficiency standards, security and safety measures, and have no significant or emergency hazards.

### **Accommodation Options**

Suitable alternative accommodation may include vacant social housing stock, private rented properties, caravan, hotel or bed and breakfast accommodation assessed for suitability based on length of stay, customer needs and other accommodation meeting our suitability criteria.

The tenancy rights of customers will not be affected by accepting temporary accommodation.

## **Standard 6: Financial Arrangements**

When customers must be moved due to our inability to complete safety work within required timeframes, we will cover all costs of suitable alternative accommodation with no financial impact to customers.

### **Rent Responsibilities**

We will clearly explain to customers that rent liability for their original property remains their responsibility, confirm that temporary accommodation costs are covered by us, outline any rent-free periods offered, and advise on housing costs or benefit implications.

## **Covered Expenses**

We will pay for reasonable removal and storage costs, utility connection and disconnection charges, any council tax implications, essential transportation costs, and communication setup costs in alternative accommodation.

## **Additional Financial Support**

We may provide emergency financial support in exceptional circumstances, and advice on benefit entitlements and signposting to financial advice services.

## **Permanent Accommodation Expenses**

Customers may be entitled to home loss payments and disturbance allowances, legal and professional fees, removal and storage costs, and temporary accommodation costs, if unable to return to their original home.

## **Standard 7: Property Management During Works**

### **Security of the home**

We will secure vacant properties against unauthorised access, maintain insurance, conduct regular inspections and coordinate contractor access.

### **Belongings and personal items**

Customers may leave belongings in their property at their own risk; a full inventory and photographs will be taken to evidence customers contents and condition.

Where needed we will offer secure storage options.

Any damage to belongings will be assessed individually.

### **Contractor access**

We will manage all contractor access arrangements.

We will provide regular progress updates and monitor quality of all works being carried out in the customer's home.

## **Standard 8: Support and Community**

### **Dedicated Neighbourhood Officer**

Each household that needs to be moved will have a named officer as their point of contact. This person will provide regular support where needed while the customer is not in their home.

Out-of-hours emergency contact details will be made available to customers.

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## **Diverse Needs**

We will consider vulnerability to ensure equitable access for all individuals.

We will provide communication in accessible formats where required, such as large print, translations or alternative methods.

## **Community Connections**

We will help customers maintain their links to the community by ensuring children are able to keep their school places and attend school, health and social care services are not disrupted and employment or training opportunities are maintained.

We will connect customers with any community groups that support their health and wellbeing.

## **Standard 9: Moving Back Home**

Before customers can return to their homes, we will complete comprehensive health and safety inspections, verify all safety work meets required standards, test utility services, and obtain professional sign-off where necessary.

We will also complete any additional preventative work to stop hazards from recurring.

We will arrange a formal handover meeting with the customers that includes a joint walk-through inspection, resolution of any outstanding issues, utility account transfers and connection, and provide written confirmation that the property is safe for occupation.

After customers return to their home, we will contact them within four weeks to check how they are settling in, address any new issues that arise, and monitor their satisfaction with the complete work.

Where a customer refuses to leave the temporary accommodation and wishes to remain in that property permanently, this will be refused, however there is discretion to award a property transfer if the property is better suited to the customers' needs.

## **Standard 10: Record Keeping and Monitoring**

We will keep detailed records of all temporary or permanent accommodation activities, including initial assessments and decision making, communication with customers, progress updates, financial arrangements, compensation awards, complaints and their resolution.

## **Standard 11: Reviewing and Learning**

We will review this policy every three years or when there is a significant change in legislation.

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We will use feedback from customers, spotlight reports and sector best practice to ensure this policy remains relevant and works well for customers.

### 3 Definitions

Word/Phrase	Definition
Temporary Accommodation	Short-term relocation with the intention of customers returning to their original home after works are completed.
Permanent Accommodation	Long-term relocation where customers will not return to their original home.
Alternative Accommodation	Suitable temporary or permanent housing provided during the period the customer is away from their home.

**Version Number: V4.2**

**Effective From: October 2025**

**Applicable To:** This policy and its procedures apply to all members and colleagues of Bernicia Group, including Board Members, Trustees, Independent Committee Members, Directors, Involved Tenants, and colleagues whether full-time, part-time, fixed-term, casual employees, and volunteers of Bernicia, and subsidiaries of the group.

**Associated Documents:**

The following resources support the Temporary or Permanent Relocation policy and Bernicia colleagues. These can be found on the policies folder on the Intranet:

- POL-0012 – Dampness and Condensation Management Policy
- POL-0017 – Allocations Policy
- POL-0029 – Compensation for Improvements Policy
- POL-0073 – Tenancy Policy
- PRC-0090.1 – Temporary or Permanent Relocation Procedure

**Equality, Diversity & Inclusion:** An ED&I Assessment was completed in May 2022. Please contact the Governance team if you require a copy.

**Approved By:** Director of Housing

**Policy Author:** Head of Service (Neighbourhood and Community)

**Policy Owner:** Executive Director of Communities

**Next Review: October 2028**

**Reference Number: POL-0090**

## 4 Change Control

Version Number	Effective Date	Amendment made by	Version approved by	Description of changes
V4.2	04/02/2026	Team Leader Neighbourhoods	Head of Service (Neighbourhood & Community)	Line Added in Standard 5 under 'Accommodation Options'.
V4.1	08/12/2025	Policy & Governance Advisor	Head of Service (Neighbourhood & Community)	Minor grammar and spelling amend to reflect feedback from Tenant Voice Panel. Line Added in Standard 5 under 'Accommodation Options'.
V4.0	27/10/2025	Head of Service (Neighbourhood & Community)	Director of Housing	Policy name change, moved to new policy template. Review of policy in line with Awaab's law.

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