

# Customer Relocation Policy

## 1. What this policy is about

- 1.1 We aim to maintain and improve our homes to a high standard. To achieve this aim, there will be occasions where we may need to ask our customers to move. Often this will be temporary, however, in some cases, we may need to move customers on a permanent basis. This can include relocating customers to allow for major refurbishment, demolition or emergency works to take place. This policy covers relocation of all customers.

## 2. Our approach

### What customers can expect from us if they need to relocate

- 2.1 We will aim to:

- Move customers only where it is necessary.
- Ensure customers' needs are considered regarding alternative accommodation.
- Minimise disruption to customers through support, by providing clear information and keeping them informed throughout the process.
- Undertake repair and improvement work within agreed timescales.
- Engage and involve customers in regeneration plans.

- 2.2 We will carry out a relocation assessment with the customer to discuss the needs of their household, and any support they may require. This will be documented in a Relocation Agreement.

### Consultation

- 2.3 We recognise communication is key to a successful relocation process. We will consult with customers and ensure that they:

- Understand why relocation is necessary
- Are aware of the estimated duration of the process
- Are informed of the support we can provide and the compensation they are entitled to
- Know how to appeal a decision or complain about the level of service they receive.

### Permanent Relocation

- 2.4 Where a permanent move is necessary, we will comply with the Land Compensation Act 1973 and make compensatory payments to customers. This means customers will receive a home loss payment and/or disturbance payment where the conditions set out in the legislation are met.

- 2.5 Under the Land Compensation Act 1973 customers may be entitled to a home loss payment where a permanent relocation is required because of any improvement to the home, (including any alteration or enlargement) or because of redevelopment (including any change of use) on the land.
- 2.6 The amount payable is determined by the relevant Regulations in force, which at the time of updating this policy is the Home Loss Payment (Prescribed Amount) (England) Regulations 2023: these provide for a payment of £8,100. This will be paid as a flat rate as set by the Government and will only be paid where the customer has been living in the home for a minimum of one year as their only or main home.
- 2.7 In the case of a joint tenancy, one payment will be made to be split between both customers.
- 2.8 A spouse or civil partner of a customer may have the right to claim the home loss payment if they have satisfied the occupation conditions and have home rights to live in the home.
- 2.9 Customers who are displaced because of Livv carrying out any improvement to the home or redevelopment on the land may also be eligible for payment for the reasonable costs of moving from the home. They must be in lawful possession of the home.
- 2.10 Where relocation is part of a Local Authority agreed regeneration programme, customers will receive priority under the Choice Based Lettings Policy and will be awarded Band A (Regeneration) or priority status.
- 2.11 If a customer is moving permanently to another one of our homes we will ensure this move does not result in a loss in security, of tenure to the customer, in line with our Tenancy Policy. This will not apply where a customer chooses to move to a non-social rented home e.g. home at market rent or affordable rent.
- 2.12 The tenancy on the previous home ends automatically when the new tenancy is granted to the same customers (i.e. if there are joint customers, the new tenancy is granted to both joint customers). Customers will be advised of any loss of tenancy rights before allocation.
- 2.13 A customer is not regarded as permanently displaced if:
- there is intention to move the customer back to their original home on completion of works; or
  - a customer has opted to stay in the temporary home rather than move back to their original home.
- 2.14 Where a customer qualifies for any form of compensation from Livv and they are in arrears with their rent, the payment will be paid direct to their rent account. Livv may also offset any other sums legally due from the customer from any compensation due. However, this does not apply to disturbance payments when we are paying for costs incurred: those costs must not be off set against any arrears.
- 2.15 We reserve the right to make discretionary decisions not to pay compensation against rent arrears on a case-by-case basis. Such decisions must be approved and justified in writing by the relevant Director before payment is offered.
- 2.16 Eligibility for the preserved Right to Buy should not be affected by either a temporary or permanent relocation. This is because the preserved Right to Buy is based on being a customer of a qualifying landlord, unless any new permanent home falls within one of the exceptions. If a customer has a Right to Acquire at their current home, we will, where possible, move this customer to a home to which their Right to Acquire can be maintained.



- 2.17 We will ensure that customers who choose to move to a home which cannot be bought under Right to Acquire understand the implications of this move.

### **Relocation for Leaseholders**

- 2.18 As with customers renting homes, leaseholders will receive priority for a permanent move under regional rehousing policies, e.g. Home Pool Plus.
- 2.19 If the home is owned by the resident and is due for demolition Livv will pay the owners market value of their home, plus a home loss payment.
- 2.20 Homeowners will receive a home loss payment of 10% of the market value of their home between the minimum and the maximum rate set by the government. These amounts are set by law in the Land Compensation Act 1973 and Home Loss Payments (prescribed payments) Regulations 2023.

### **Temporary Relocation**

- 2.21 A temporary move is one where there is the intention for the customer to move back into their original home, once the work is complete.
- 2.22 When a temporary move is required, we may use hotels or other temporary accommodation on a short-term basis.
- 2.23 Where customers are placed in hotel accommodation, we may agree to cover the cost of breakfast and evening meal (food only) on a case-by-case basis.
- 2.24 We understand that hotel accommodation can be disruptive and not ideal, and if a customer is able to stay with family or friends, we will consider making reasonable payment to the customer to cover any out-of-pocket expenses and reasonable costs.
- 2.25 If the works required are significant or the temporary move is likely to take more than 2 weeks, we will consider offering a temporary move to another Livv home suitable to their needs. We will consider this on a case-by-case basis.
- 2.26 Customers who are moving temporarily will be provided with a 'Relocation Agreement' for the duration of their stay at the temporary home. The original tenancy agreement, at their substantive home, will continue throughout the process. Rent will be paid in respect of the substantive home and not the temporary home.
- 2.27 A license to occupy will be provided for the temporary home.
- 2.28 If the customer doesn't move back into their original home once the work is complete, we will issue possession proceedings to regain possession of the temporary home.
- 2.29 We will always ask customers who have moved temporarily to return to their original home depending on the type of refurbishment. If a customer does not want to return to their original home and we are happy for them to remain in the temporary home, a new tenancy will be granted at the new address and the tenancy conditions of new home will apply.
- 2.30 When the customer has moved out of their home access won't be allowed for health and safety reasons and access will be restricted. A detailed inventory and photographs will be taken with the customer as they leave their home. If access is required during this period, it will be considered and if possible, will be facilitated by Livv colleagues who will accompany the customer and ensure the home is secured afterwards.



## **Supporting our customers**

- 2.31 We recognise some customers may require additional support, or a reasonable adjustment when relocating home. We will provide additional support to those customers who need it and will work with those who require reasonable adjustment or specific considerations when relocating. We may ask for evidence or more information about additional needs.
- 2.32 In supporting customers to move, both on a permanent and temporary basis, we may directly offer reasonable expenses associated with the move. This will be assessed on a case-by-case basis, and may include:
- Removals and storage of possessions and furniture
  - Temporary redirection of mail or the installation of a secure external mailbox that customers will have access to
  - Redecoration. This will be on a like for like basis and may include carpets (reasonable costs will be based on market levels determined by quotes obtained from approved companies)
  - Travel costs
  - Disconnection and reconnection of appliances and utilities
  - Where applicable, removals including returning to the home
  - Installation of disability aids or adaptations when necessary
  - Consideration of pets
- 2.33 All costs will be reimbursed if agreed within the Relocation Agreement, and upon receiving valid receipts of expenditure.
- 2.34 We may also offer additional support when needed. This will be assessed on a case-by-case basis and may include:
- Packing and storing of belongings.
  - Removal and disposal of items no longer required.
  - Assistance with forms.
  - Providing a checklist to remind customers of things they need to do e.g. notifying banks etc.

## **Unacceptable Behaviour**

- 2.35 If hotel or B&B accommodation is provided, we expect customers to behave in a manner that is acceptable, and in accordance with the accommodation's rules.
- 2.36 Any unacceptable behaviour will be addressed and if a customer is asked to leave due to behaviour that is deemed unacceptable, illegal or immoral Livv will have no obligation or responsibility to continue to provide temporary accommodation.
- 2.37 Customers will also be liable for any costs incurred from unacceptable behaviour, any damage, or unpaid bills at the accommodation for additional items not included within the Relocation Agreement such as drinks, alcohol, additional food, additional guests etc.

## **Returning home**

- 2.38 When returning home we will arrange for all necessary checks to be done and will accompany customers on a visit to the home to ensure that it is returned in an acceptable condition and that all facilities are reconnected.



## Appeals

- 2.39 Customers can appeal our decisions where they feel that we have not taken all information into consideration, or they are unhappy with the outcome we have reached.
- 2.40 We will inform customers how to appeal a decision and how we will consider it. A manager who has not been part of the decision process will consider the appeal. Their decision will be final.

## 3. Responsibilities

- 3.1 All colleagues are responsible for carrying out their work in line with this policy and associated procedures. The Head of Assets and Head of Communities are responsible for overall implementation of this policy. Specific responsibilities are set out below:

Role	Responsibility
Executive Director – Customer Insight	Approve of the policy
Executive Director – Customer Insight or Executive Director – Risk and Performance dependent on Project Lead	Set the disturbance payment amount
Head of Assets	Decide relocation priority/order
Head of Communities	Oversee relocation programme Authorise payments
Communities/Property Team dependent on project lead	Manage the relocation process by: <ul style="list-style-type: none"><li>• Designating one point of contact throughout the process and ensure that regular updates are provided to customers</li><li>• Consulting with customers prior to relocation</li><li>• Processing agreed payments to customers</li><li>• Ensuring that the Contact Centre and other relevant staff have the latest updates on the process and progress</li><li>• Providing support to customers requiring additional support</li><li>• Consulting with the Commissioning Authority on any relocation within independent living stock</li></ul>
Finance Team	Process home loss payments and disturbance payments

## 4. Monitoring and review

- 4.1. We will review this policy every three years, or sooner if our monitoring of the policy identifies that changes are required, for example because of changes to law, regulation or related Livv strategies and policies.



## Control framework

### Compliance

This policy supports compliance with:

- Land Compensation Act 1973

Document control	
Version	1.0
Policy applies from	December 2024
Policy applies to	Livv Housing Group; Livv Homes; Livv Maintenance
Approved by	Executive Director – Customer Insight
Approved on	4 December 2024
Replacing/updating	Customer Relocation Policy 2021 - 2024
Next review due by	December 2027
Responsible Executive Director	Executive Director – Customer Insight
Policy author	Head of Communities
Equality Analysis	November 2024
Environmental Impact Assessment	Not required
Circulation	Intranet; Livv Housing Group website

Version control		
Version	Date of Review	Summary of changes made
1.0	December 2024	Revised policy following 3-year periodic review.

