SP10 Homeloss, Relocation & Emergency Move Policy

1.0 Scope of policy

Soha Housing recognises that occasions arise when we may be required to move households permanently or temporarily.

Moves can be permanent or temporary and are usually necessary where a property is:

- Due to be refurbished or modernised (permanent move, non-emergency, multi-year timescales, option to return).
- Due to be rebuilt or redeveloped to enable effective asset management (permanent move, non-emergency, multi-year timescales, option to return cannot be guaranteed).
- In need of major repair, for example following an emergency such as flooding or fire (temporary move, emergency, often less than 24 hours' notice, tenant will normally return to the original property once major repairs completed).

Awaab's Law

- Section 10A of the Landlord and Tenant Act 1985, as amended by the Social Housing (Regulation) Act 2023, better known as Awaab's Law, requires mandatory emergency moves in set circumstances.
- Where an emergency move is triggered by a significant hazard, Soha's Health & Safety team must confirm the hazard classification (Routine / Significant / Emergency) under the HHSRS Procedure.
- Emergency Hazards: Landlords must act within 24 hours to address immediate risks like gas leaks, electrical faults, or severe water ingress. If these cannot be resolved quickly, moving tenants temporarily into safe accommodation becomes mandatory.
- Awaab's Law introduces an implied term in tenancy agreements requiring landlords to fix hazards promptly. Failure to do so can be treated as a breach of contract, making emergency moves not just a discretionary policy but a legal obligation.
- Soha may be required to ensure availability of temporary accommodation, especially for vulnerable tenants. This may comprise emergency access to hotels, existing Soha homes, guest suites, or purposed Soha accommodation.
- In the case of emergency, short-term moves (up to 3 days), Soha will endeavour to accommodate residents locally to their home (same town or parish), but this cannot be guaranteed.

2.0 Aim

To manage the moving process (permanent or temporary) in an efficient and equitable manner and minimise the disturbance to residents who need to move. To minimise the impact on our residents by maintaining regular contact with the resident to make sure that they are not experiencing any problems due to this process before and after the move.

Soha will apply this policy consistently and fairly and will not discriminate against any customer on grounds of their race, religion, sexuality, disability, gender or gender identity, marital status, maternity status, age, or any other characteristic which may cause a person to be treated with injustice. Soha will work to the SP52 Reasonable Adjustments for Residents Policy.

3.0 Policy Statement

Soha will work closely with residents throughout the moving process to ensure that residents are kept informed, that disruption is kept to a minimum, and any statutory home loss payment and/or disturbance allowance payments are made promptly. Different situations influence whether a move will be permanent or temporary.

A permanent move, or Homeloss, is where a resident moves out of their property and there is no short-term ability to return. Residents will be given as much notice as possible, normally a minimum of six months' notice, and each move will be treated sensitively.

An emergency (temporary) move is where a resident moves out of their property, to enable work on the property to be carried out, with the intention of them returning to the property at the earliest opportunity.[1]

Soha Housing will:

• Clearly identify any financial amounts due to residents (if not determined by statute) using a clear assessment of the loss or costs incurred (see Appendix 2).
• Make payment within 30 days, for Home Loss and/ or eligible Disturbance Allowance, making every effort to determine the amounts due as soon as possible after the event giving rise to a resident's claim.
• Consider interim payments, at a Director's discretion, where Soha finds there is clear evidence of financial hardship caused by the move (from Soha's Hardship Fund).
• Take all reasonable attempts to provide alternative accommodation that has similar adaptations where a household has particular needs.
• Assist residents in moving and arranging any subsequent work required by the move.
• Ensure tenants retain any rights they are entitled to once they have moved (e.g. preserved Right to Buy, social rent formula, etc).
• All decisions, communications, and payments relating to Home Loss or emergency moves must be recorded in the resident's housing management file.

[1] Previously known as a Decant move.

4.0 Implementation of Homeloss Process (permanent moves)

Soha's tenant-centred process ensures that residents are respected, informed, and supported throughout the redevelopment of outdated schemes, while enabling Soha to progress with necessary improvements.

1. **Early Engagement and Information Sharing**
   - Arrange an initial informal meeting with residents of the affected scheme to discuss the reasons for considering redevelopment and to listen to initial thoughts and concerns.
   - Provide accessible written information outlining the proposed changes, potential impacts, and opportunities for resident involvement.
2. **Resident Support and Advocacy**
   - Offer individual support sessions with housing officers for residents needing extra guidance, including signposting to independent advice and advocacy services.
   - Establish a dedicated point of contact for resident queries and concerns throughout the process.
3. **Formal Consultation Process**
   - Seek Board approval to begin formal consultation, ensuring clarity on resident rights and process steps.
   - Hold a formal meeting with residents to explain the consultation procedures, typically allowing 28 days for responses.
   - Encourage participation from family, local councillors, and relevant community representatives to support transparency and advocacy for tenants.
   - Provide various feedback channels (written, verbal, online) tailored to residents' preferences.
4. **Decision Making and Resident Feedback**
   - Collate all resident feedback and present a balanced report to the Board, ensuring tenant views are a key consideration in the final decision.
   - After the Board's decision, host a feedback meeting with residents explaining the outcome and outlining next steps, whether redevelopment proceeds or alternative solutions are pursued.
5. **Ongoing Communication and Support**
   - Maintain regular meetings and written updates to ensure residents remain informed and engaged throughout any transition or redevelopment period.
   - Support residents in planning for rehousing if required, including help with viewing Soha potential homes, applications for non-Soha homes, moving costs, and emotional support.
   - All decisions, communications, and payments relating to Home Loss must be recorded in the resident's digital housing management file (e.g. QL).
6. **Redevelopment Delivery and Resident Involvement**
   - Provide clear timelines and regular progress updates on the redevelopment works.
7. **Post-Redevelopment Review**
   - Conduct a post-project review with residents to gather feedback on the process and outcomes, supporting continuous improvement for future schemes.
   - Support any residents who wish to return to the new scheme (where possible) to do so smoothly and on their original terms (e.g. social rent).

4.1 Payments

This policy establishes the circumstances where payments may be made to residents. Payments will fall into two categories:

- Statutory Payments (Home Loss & Disturbance Allowance)
- Additional discretionary assistance for residents where appropriate

Given the complex nature of the statutory grants, Soha may consider a discretionary payment in addition to the statutory minimum of Home Loss & Disturbance Allowance, with the agreement of a Director. Should a resident have concerns about their payments, they should first raise this with their point of contact. If that process fails to answer the concern, the resident can access the Soha complaints process.

4.2 Home Loss Payment

Home loss payments are made in recognition of the personal distress and inconvenience suffered by someone who is permanently displaced from their home as a result of Soha's intention to dispose, demolish, refurbish, or redevelop the property.

Payment will meet the amount set out in the Planning & Compensation Act, the Land Compensation Act 1973 and Home Loss Payments (Prescribed Amounts) (England) Regulations 2023. The Home Loss Payment was set at £8,100 as at October 2023.

A resident is required to meet all the following criteria to qualify for a Statutory Home Loss payment:

• They must have occupied the property as their sole or main residence for a period of 12 months prior to the date of displacement.
• The move must be permanent.
• The claimant must be an Assured tenant or a spouse with occupancy rights.
• A Home Loss or disturbance allowance is payable to the tenant(s) and spouse. For example, joint tenants would share the £8,100 Home Loss payment. A sole tenant would receive the £8,100 alone. This is set out in law and cannot be altered by Soha.

A resident who qualifies for Home Loss payment and has additional reasonable costs resulting from the move will be entitled to Disturbance Allowance in addition to the Home Loss payment.

4.3 Disturbance Allowance

Disturbance payments are made to compensate for reasonable expenses incurred in permanently moving to another home; for example, removal expenses, cost of altering soft furnishings, re-connecting movable fixtures and fittings, and telephone re-connection charges.

There is no fixed payment amount set out in legislation, but payments must reflect the reasonable cost of relocation and may include:

• Reasonable removals cost for furniture & possessions to the new home (where not directly arranged by Soha, 2 price estimates must be provided to Soha who will consider reimbursement at the lowest estimated cost).
• The cost of re-fitting carpets or providing new carpets (normally provided by Soha as part of the void works for the new home).

• The cost of reconnecting cookers and washing machines (where not directly arranged by Soha).
• The cost of redirecting mail for 3 months.
• The cost of re-connecting telephone lines, etc.

A resident need not have lived in the property for 12 months to claim Disturbance Allowance but must be the tenant at the time of the decision to relocate and be being moved permanently. Soha will set out at the time of the move what costs it agrees to meet.

4.4 Discretionary assistance

Soha will assist residents who must move temporarily. An example of such a situation is where a resident is moving temporarily from their home to facilitate major repair works. Soha will set out at the time of the move what costs it agrees to meet. These may include some or all the following:

• removals and/or storage of essential belongings.
• cost of reconnecting equipment.
• cost of redirection of post, etc.
• cost of rehoming pets as required by statute. • If residents have pets that cannot remain in the property while the works are being done, we will encourage residents to make alternative caring arrangements for their pets. Although Soha will endeavour to support residents with pets, we will not take responsibility for rehoming pets.
• reimbursement for extra travel costs related to work or education whilst in temporary accommodation, including fuel costs.
• cost of food if temporarily moved to accommodation without cooking facilities (such as an hotel or bed & breakfast). Cost of heating and electricity if a short term move (e.g. under 4 weeks).

Total discretional payments to any resident will not exceed £3,000, unless in exceptional circumstances and approved by a Director.

Residents must make claims within 3 months of the move. Once claimed and accepted as reasonable with appropriate supporting evidence where necessary, payment will be made within 30 days.

5.0 Where a permanent move is not successful

If a resident has moved permanently, and later requests to return to their original location, Soha Housing will process this through our Management Transfer procedure. No further Home Loss payment will be paid in such instances.

6.0 Emergency Situations / temporary moves

In emergency situations Soha Housing will concentrate on locating suitable temporary accommodation for the resident(s) and their family. Soha may source this emergency accommodation from: private sector emergency accommodation; existing empty Soha properties that are not already allocated; bed & breakfast or hotels. Once Soha has assessed the repairs required and the likely timeframe for appropriate re-occupation, Soha will either allow the resident to return to their home or continue with the move process (including possibly seeking longer-term alternative accommodation).

By their very nature, no emergency situation will be the same. However, Soha's priority will always be the safety of residents and their possessions. Soha has emergency procedures in place.

Our aim will be to keep residents informed at all points in the move and of all works. This responsibility will lie with the relevant Locality team (e.g. technical officer, Community Neighbourhood Officer, Lettings Officer) under the oversight of the Community Lead. There will also be close liaison with the Damp & Mould team as well as the Health & Safety team.

7.0 Offers of properties

Soha will offer temporary properties to tenants based on their reasonable requirements. Where their exact requirements are not available, Soha will find reasonable alternatives.
Once the original home is fully repaired and habitable, the residents must return. Where a tenant refuses to return, Soha will consider all reasonable steps before proceeding with legal action for repossession.

8.0 Resident Involvement

Soha will involve residents from the beginning of the move process and identify with them the needs of their household. Soha will aim to provide the most suitable accommodation in an area they choose to live.

9.0 Responsibility

The Director of Housing & Communities will have overall responsibility for implementing this policy. The Community teams will work together (Leads, Lettings, Technical Officers, etc) to secure appropriate temporary accommodation for tenants, following the procedure with close liaison between involved colleagues. Where applicable they will offer a named point of contact.

The Heads of Housing & Development, as well as the Independent Living Manager, will manage larger scale moves from Independent Living schemes that are formally closing.

10.0 Monitoring and review Soha will review the Home Loss payment amount in line with the government's annual review and will report annually at year end the following information to the Board & Members' Forum:

- All permanent moves undertaken in receipt of Homeloss
- Verification of payment timelines for residents
- Move reasons (e.g. scheme closure, emergency)
- Customer satisfaction with the moving process

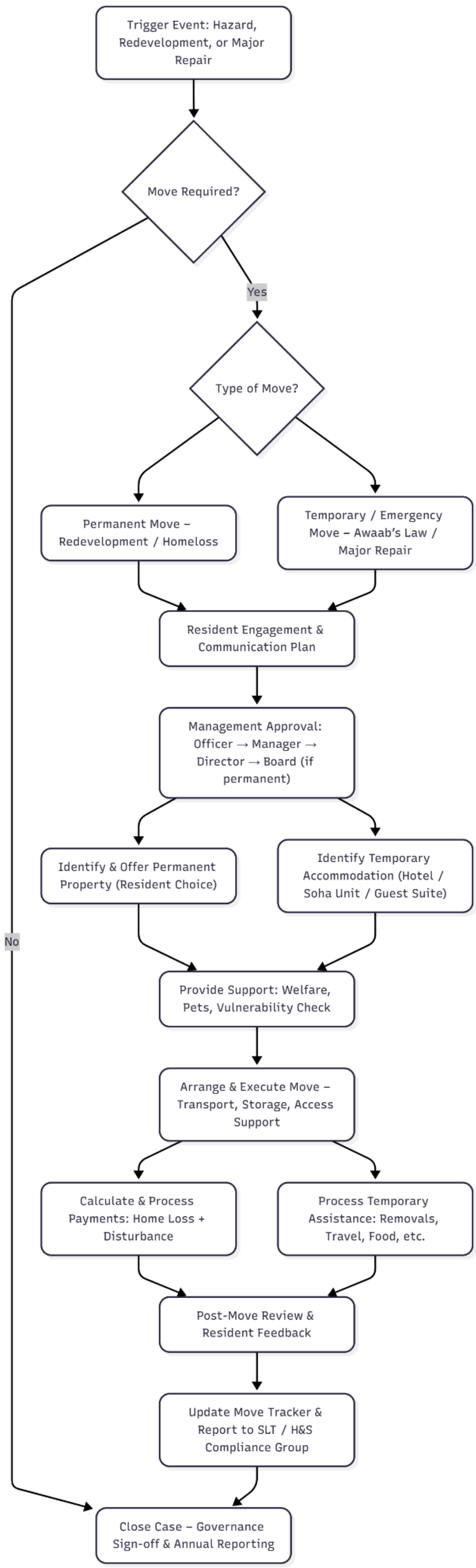
11.0 Context

This policy has been written after consultation with residents and should be considered in conjunction with:

- Section 105 of the Housing Act 1985
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Home Loss Payments (prescribed amounts) (England) Regulations 2023
- Section 10A of the Landlord and Tenant Act 1985, as amended by the Social Housing (Regulation) Act 2023
- SP52 Reasonable Adjustments for Residents Policy

Version number - 5			
Members' Forum approved	13 November 2025	SLT approved	5 November 2025
EIA completed	19 November 2025	Review Date	By November 2026
DPIA completed	14 November 2025		

Appendix 1 – Homeloss / Emergency Move Flowchart



Appendix 2 – Example Home Loss / Disturbance Calculation Table

Resident Name / Address	12 Willow Close, Oxfordshire
Move Type	Permanent (Redevelopment) / Temporary (Major Repairs)
Reason for Move	Redevelopment of scheme / Structural failure / Flood damage
Tenancy Type	Assured / Secure / Licensee

A. Home Loss Payment (Permanent Moves Only)

Criteria	Details / Notes	Amount (£)
Occupied as sole/main home for 12+ months	Confirmed by tenancy records	-
Statutory Home Loss Payment (2023 prescribed amount)	Fixed amount per qualifying household	£8,100
Joint Tenants (split equally)	Example: 2 tenants × £4,050	£8,100 total
Total Home Loss Payment		£8,100

B. Disturbance Allowance (Permanent or Temporary Moves)

Expense Category	Evidence Required	Example / Notes	Amount (£)
Removal costs (furniture & possessions)	2 quotes or receipts	Soha reimburses lower quote if not arranged directly	£850
Carpet fitting / floor coverings	Invoice / receipt	May be provided by Soha in new property	£300
Cooker / washing machine reconnection	Receipts	Includes gas safety reconnection	£150
Mail redirection (3 months)	Royal Mail receipt	Standard redirection fee	£75
Telephone / internet reconnection	Bill / invoice	Reconnection at new address	£80
Additional travel costs (temporary only)	Evidence of distance / receipts	To work, school, or medical appointments	£120
Food allowance (temporary only)	Receipts or capped daily rate	If no cooking facilities available	£100
Pet boarding (if applicable)	Invoice / receipt	Cattery / kennel while works completed	£200
Total Disturbance Allowance			£1,875

C. Discretionary Assistance (If Applicable)

Expense	Approved By	Notes / Reason	Amount (£)
Interim hardship payment (Director approval)	Director of Housing	Evidence of financial hardship	£250
Additional removals / storage	Manager	Where Soha cannot arrange directly	£200
Total Discretionary Support			£450

D. Total Payable to Resident

Home Loss Payment	£8,100
Disturbance Allowance	£1,875
Discretionary Support	£450
Total	£10,425

E. Authorisation & Payment Record

Prepared By	[Name / Role]
Reviewed By	[Manager / Head of Housing]
Approved By	[Director – if >£3,000 discretionary]
Date of Approval	DD/MM/YYYY
Date Payment Made	DD/MM/YYYY
Recorded in Move Tracker?	Yes / No