



OAK TREE HOUSING ASSOCIATION

Home Loss and Disturbance Policy

This policy is available to the public on the Association's website. Copies are also available on request and free of charge from the Association. This policy can also be provided in large print, braille, audio or other non-written format and in a variety of languages, on request.

Adopted May 2001

Last Reviewed August 2025

Next Review Due August 2030

1.0 INTRODUCTION

- 1.1 The purpose of this Policy is to describe the Association's arrangements when tenants are required to move from their home in order to permit a repair, an improvement or an adaptation to be completed. In addition, this policy will outline when disturbance payments are made to tenants as part of a programme of planned maintenance works or if the property is being demolished or reconfigured to such an extent that the tenant is unable to return to their property.
- 1.2 In accordance with the Land Compensation (Scotland) Act 1973 and subsequent amendments. Housing Associations have to strictly adhere to specific guidelines on how Home Loss and Disturbance payments are claimed and subsequently paid.
- 1.3 The Legal Services Agency Ltd's publication, a Home Loss and Disturbance Payments, clearly explains the legal requirements pertaining to Home Loss and Disturbance Compensation. This Policy and subsequent Procedures have been based on the legislative requirements noted in this publication.

2.0 POLICY OBJECTIVES

- 2.1 To clarify the criteria governing an applicant's eligibility for Home Loss and Disturbance.
- 2.2 To define the procedures for claiming Home Loss and Disturbance.
- 2.3 To identify the personnel responsible for processing Home Loss and Disturbance claims.

3.0 POLICY STATEMENT

- 3.1 The Association agrees that those people considered eligible for a Home Loss or Disturbance payment should be encouraged by the Association to make the appropriate application.
- 3.2 A Home Loss payment is compensation for personal upset caused to people who have been compulsorily moved from their homes.
- 3.3 A Disturbance payment is compensation for the actual expenses of such a move.
- 3.4 Entitlement to these payments depends on meeting a variety of criteria but does not depend on proving fault on the part of the Landlord.
- 3.5 This policy complies with the Scottish Social Housing Charter (outcomes 1, 2, 4, 5 and 13) to ensure alignment with regulatory expectations.

Social landlords manage their businesses so that:

- They support the right to adequate housing
- Tenants and customers find it easy to communicate with their landlord to get the right information they need about their landlord
- Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair;
- Tenants', owners and other customers receive services that provide continually improving value for the rent and other charges they pay;
- Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

4.0 LEGISLATIVE REQUIREMENTS

- 4.1 Under the Land Compensation (Scotland) Act 1973, Home Loss and Disturbance Payments will be paid to tenants and owners displaced due to demolition or other redevelopment proposals affecting their home.
- 4.2 We will pay Home loss and disturbance payments only when a decision to demolish has been approved by our Management Committee that affects our tenants and homeowners. The relevant date will be the date of the meeting at which the decision was approved.
- 4.3 In exceptional circumstances, payments may be made where a tenant is forced to leave the property shortly before the relevant date of the decision to demolish is declared (e.g. tenant fleeing domestic abuse or discriminatory harassment).

5. RISK ASSESSMENT

- 5.1 The risks that this policy is designed to protect the Association from are:
- Wrongly making a payment of home loss or disturbance to persons not entitled to such payment.
 - To ensure that persons entitled to home loss and disturbance payments receive the payment that they are entitled to and avoiding legal action against the Association

6. HOME LOSS – QUALIFYING CONDITIONS

6.1 Eligibility

To be eligible for a Home Loss payment claimant's must:

- Have a legal interest in the dwelling (e.g. they must be a tenant, an owner occupier, live in a tied house, or be a spouse with matrimonial occupancy rights)

- Have been moved as a direct consequence of one or more of the following circumstances:
 - a) Compulsory Purchase Order
 - b) Demolition, Improvement or Closing Order made by the Local Authority
 - c) Improvement, demolition or redevelopment by Oak Tree Housing Association
 - d) Demolition under any other compulsory power e.g. Building (Scotland) Act 1959
 - e) Court Order for eviction from secure tenancies, granted to allow demolition or work. If the tenant agrees to move out before the Court Order is granted, there is no right to payment
 - Have lived in the house for more than one year at the date of moving, unless: they had been forced (because of one of the above events) to move from a previous home as well, without receiving a Home Loss payment and the total combined residence in the two houses is more than one year.
 - The tenant or homeowner must be in occupation of the house in question on the relevant date.
 - The move must be permanent. The tenant must have a Scottish Secure Tenancy Agreement (SST), be a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981, or any person with any “interest in the dwelling house”.

6.2 Entitlement

Tenants are entitled to a ‘flat rate’ Home Loss payment of £1,500 and owner occupiers are entitled to 10% of the market value of their home up to a maximum of £15,000 and a minimum of £1,500.

6.3 Procedure Regarding Home Loss Claims

Forms for claiming Home Loss payments will be issued to qualifying owners and tenants by the Association at the appropriate time. Claims must be made within 5 years of the removal date. On receipt of the completed forms the Association will then forward applications to the Finance Section with payment requested by the Manager of the section dealing with the application. Any outstanding liability e.g. rent arrears or rechargeable repairs will be deducted from the payment made.

In any event payment should be made no later than the latest of the following dates:

- a) Date of removal
- b) Within 3 months of making the claim
- c) For owner occupiers, the date when the valuation of the houses is agreed (and hence the level of Home Loss payment)

7.0 REFUSAL OF PAYMENT

7.1 When Home Loss payment is refused, the reasons for this should be given to claimants in writing as soon as the decision to refuse payment has been made.

8.0 DISTURBANCE AND DECANTS

8.1 Subject to qualifying conditions similar to home loss, disturbance payments are payable to both tenants and homeowners.

8.2 Unlike Home Loss Payments, there is no statutory provision as to the amount of the payment. Section 35 of the Land Compensation (Scotland) Act 1973 merely refers to “reasonable expenses...” with the Lands Tribunal being given the task of determining any disputes.

8.3 We will pay up to £700 to compensate our tenants and homeowners for any reasonable expenses incurred in moving from a house due to demolition or other redevelopment proposals affecting their home. Any Tenants or homeowners who dispute this amount will need to provide receipts to demonstrate their ‘reasonable’ expenses.

8.4 The Association may apply discretionary disturbance payments above the standard rate of £700 for vulnerable tenants e.g. those with medical needs, fleeing domestic abuse and require support to sustain a tenancy.

8.5 Prior to the removal, tenants and owner-occupiers will be visited by the Association’s Housing Officer to confirm their requirements.

8.6 At this stage particular care will be taken to note any special requirements (particularly medical cases) to ensure as far as possible that tenants and owner occupiers are offered temporary accommodation suitable to their needs.

8.7 The Association will ensure that any offer of temporary accommodation is:

- Equivalent to the size of the house currently occupied, bearing in mind the limitations of the Association’s stock.
- Is medically suitable for the household to which it is offered.
- Is in a clean and habitable condition and is generally in good decorative order.
- When the Housing Officer has identified the requirements of each tenant/owner, the tenant/owner will then be matched to a property as close as possible to their needs (subject to availability). An offer then will be made to the tenant/owner.
- In the event of temporary accommodation being refused, then the tenant/owner will be required to provide the reason(s) for refusal in writing. If

the reason (s) is/are considered valid by the Director of Housing, a second offer will be made to the tenant/owner subject to the availability of housing.

The Association will prefer that tenants move to an Association property while work is completed however if such accommodation is not available and the work cannot be delayed until it is, the Association will make hotel accommodation available for the period. The standard of accommodation provided will be "Travelodge" type budget hotel accommodation. Hotel accommodation will not be offered where tenant's actions or omissions have made the decant necessary.

Where a tenant is staying in a hotel or other accommodation with no cooking or laundry facilities the following additional payments may be made:

Allowance per adult (per day) £20

Allowance per child under 16 (per day) £15

8.8 Eligibility

To be eligible for a Disturbance payment claimant's must :-

- Have been in 'lawful possession' of their house at the 'relevant' date (this may include cohabitees with occupancy rights and licensees)
- Have moved permanently
- Their move must have been as a direct consequence of one of the events listed in item 4.1 above for Home Loss entitlement, except when the move resulted from an eviction order

The 'relevant' date will be:

- a) The date of the Compulsory Purchase Order or possibly the date of drafting
- b) The date of the Local Authority Demolition, Improvement or Closing Order
- c) The date the occupier is required to move as a consequence of Demolition under the Building (Scotland) Act 1995
- d) The date the decision was taken by the Management Committee in respect of the improvement, demolition or redevelopment by Oak Tree Housing Association

In respect of Compulsory Purchase the claimant would not get a Disturbance payment if they were already entitled to compensation under another provision

8.9 Entitlement

Disturbance payments are for the 'reasonable expenses' of moving –. It includes all expenses reasonably incurred during the move, in addition to the move itself.

Where tenants, owners or shared owners are being decanted, accepting a direct move or have moved voluntarily as a result of improvement or demolition works the Association will make a one off payment of £700 towards reasonable expenses incurred. There may be occasions when due to the tenant's individual circumstances and with their agreement that the Association will, arrange and pay for the following:-

- removal expenses (excluding packing)
- telephone disconnection/reconnection (where applicable)
- cooker disconnection/reconnection
- automatic washing machine disconnection/reconnection (where applicable)
- dishwasher disconnection/reconnection
- mail redirection for three months
- removal and re-installation of TV aerials where necessary

There is no closed list of items which the one off payment can be used for.- Additional items could include .e.g.

- cost of refitting existing carpets
- cost of fitting new carpets limited to the number of rooms in the old house
- cost of fitting an alternative floor covering
- adapting existing curtains for the new house and the cost of making up new ones (not the cost of materials)
- adapting existing curtain rails

The tenant or owner may be asked to submit receipts for all items when making a claim to the Association.

Only one payment will be made in respect to tenants, owners and shared owners being decanted and moved back in after improvement. The claim should also be made once the tenant or owner has moved back to either the new or newly improved property.

8.10 Procedure

Where a one off payment has been agreed, this will be paid to the tenant or owner when they have accepted their new property. Alternatively, forms for claiming Disturbance payments will be issued to qualifying owners and tenants by the Association at the appropriate time. There is no formal time limit in respect of making a claim. On receipt of the completed forms the Association will request authorisation from a Senior Officer and forward a payment request to the Finance Section. Any outstanding liability e.g. rent arrears or rechargeable repairs will be deducted from the payment made.

9.0 **EQUALITIES STATEMENT**

9.1 This policy has been developed with consideration of the Equality Act 2010 and seeks not to consciously or subconsciously discriminate or to have an adverse

effect upon anyone on the grounds of age, disability, gender identity or sexual orientation, race, religion, belief, or sex.

- 9.2 OTHA is committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all. Throughout the Association there will be a consistent approach in promoting equality and diversity across all areas.
- 9.3 We are committed to ensuring that all people have an equal opportunity to access our services. We will consider the accessibility of the way we provide our service. We will be responsive to the way that tenants and other customers wish to contact and interact with OTHA and will make reasonable adjustments to the way we deliver our services to accommodate different needs. If in line with this policy we decide that we need to manage our contact with an individual, we will consider whether they have accessibility needs that should be considered when we do so.

10.0 Appeals Procedure

- 10.1 Any tenant who feels aggrieved by their treatment under this Policy can ask for a copy of the Association's Complaints Policy which is available at the Association's office or on the Association's website.
- 10.2 Tenants also have a right to complain to the Public Services Ombudsman. The Complaints Policy details the way in which Tenants can complain and the timescales for responding.
- 10.3 If you require a copy of this Policy or our complaints procedure in another language or in another form (such as Braille or audio tape), this can also be available on request.

11.0 Policy Review

- 11.1 This policy will be reviewed every 5 years, or sooner if legislative, regulatory or best practice changes require this.