Wythenshawe Community Housing Group (WCHG)

Moving and Disturbance Policy

Date of approval	29th of September 2025
Owner	Paul Seymour, Executive Director – Customers and Communities
Policy monitoring body	Group Board
Resident input into Policy	Customer Experience Committee
Date for Policy review	September 2027
Linked strategies/policies	• Tenancy Management Policy • Allocations Policy • Extra Care Sales & Allocations Policy 2025-2028 • Asset Management Strategy • Development Strategy • Value for Money Strategy • Living & Ageing Well Strategy • Resident Involvement Strategy • Brand & Communications Strategy • Customer Conduct Policy • Complaints Policy • Safeguarding Policy • Data Protection Policy • Help to Access our Services Policy
Statutory and Legal Framework	• Regulator for Social Housing's Regulatory Framework for Social Housing in England – Tenancy Standard • The Housing Act 1985 • The Housing Act 1988

	• Planning and Compensation Act 1991 • Homeloss Payment (Prescribed Amount) (England) Regulations 2023 • Land and Compensation Act 1973 • Data Protection Act 2018
Glossary	Item 10 below
Version/date	19th September 2025

1. Policy Statement

1.1 WCHG is a values led organisation and we will follow our guiding principles to deliver our purpose of providing good quality homes and services to our tenants and leaseholders and to play a leading role in creating safer, healthier communities.

1.2 This policy will support the delivery of WCHG's Development and Asset Management Strategies, and the WCHG Corporate Plan, including its strategic themes, to achieve sustainable communities and deliver affordable homes.

1.3 WCHG will follow the principles of the WCHG Communications Strategy when communicating with customers, and when responding to enquiries from customers and other stakeholders.

1.4 The policy is intended to provide clarity for customers, colleagues and other stakeholders, in accordance with WCHG, Manchester City Council and relevant Local Authority's policies, on our approach to permanently rehousing customers where they are unable to remain in their homes. The policy brings together all relevant policy details on the rehousing process and the support offered to customers when permanent rehousing is required.

1.5 The Policy also provides clarity on the compensation package that will be provided including Homeloss and Disturbance payments.

1.6 The Group will ensure that the Moving & Disturbance Policy is open and transparent and as easy for customers to understand as possible.

2. Scope

2.1 WCHG recognises that a Moving & Disturbance Policy is required to set a consistent approach to the permanent rehousing of individual customers. In this Policy 'customer' refers to WCHG tenants only. Separate guidance will be provided for any leaseholders affected by a proposal within the scope of 2.3 below.

2.2 WCHG aims to:

- Treat all customers with respect and always be transparent in our approach;

- Permanently rehouse customers only where this is a necessity owing to one of the circumstances described in 2.3 below.
- Minimise disruption to customers through support and effective two-way communication;
- Ensure that customers are offered suitable alternative accommodation that meets their needs, where they are unable to remain in their home.

2.3 Permanent rehousing would need to take place in the following circumstances:

- The home is in a major redevelopment area and WCHG needs possession of the home to either redevelop or demolish it;
- The home requires substantial modification (e.g. three small properties may be remodelled to make two larger properties);
- Where it will be poor value for money to upgrade the home, or the block it is within, to meet the necessary quality and building standards;
- The home cannot be refurbished to a standard that meets the minimum energy efficiency or zero carbon standards;
- The home forms part of a building that is undergoing a change of use;
- The home is to be disposed of.

2.4 If rehousing is taking place following the service by WCHG of an Initial Demolition Notice (IDN) this Policy applies. However, there are additional restrictions on Customers' Right to Buy and Right to Acquire whilst the IDN is in place. Customers that have received an IDN from WCHG will also be provided with additional guidance and consultation. See also the Glossary in section 10 for more information.

2.5 From time to time, it may be necessary to move customers from their current home on a temporary basis. Temporary moving (also known as 'decanting' – see Glossary) may be arranged for several reasons, such as:

- A building is unsafe or hazardous
- Work is required that may be harmful to occupants e.g. chemical work or large-scale removal of asbestos
- Gas/ electricity/ or water will not be available for a prolonged period of time
- The home is due for large-scale improvements or major repairs.

2.6 Temporary moving, is outside the scope of the Moving & Disturbance Policy and is covered by the Tenancy Management Policy and the Allocations Policy.

3. Policy

3.1 We will engage with customers at an early stage and involve customers in decision making that affects the future of their homes. We will explain the reason why we consider that rehousing is appropriate and necessary and will provide clear information on the next steps and support that WCHG will provide throughout the process.

3.2 When we require customers to move we will:

- Take a person-centred approach
- Consult the customer affected (and their relatives or advocates if appropriate) at the earliest opportunity. We will explain the process (including the support available); identify, consider and respond to customers' views, concerns and needs.

- For substantial rehousing programmes we will develop an action plan and keep individual customers; the relevant local authority; recognised resident associations; local customer panels; and engaged and involved customers in the local area updated on our progress.
- Ensure that all internal teams are kept informed where rehousing programmes impact individual customers.
- Discuss how we will identify and offer potential alternative properties.
- Clarify whether the customer have the option to return to a new home on the same site.
- Highlight where rehousing to a different or new home may result in customers paying a higher rent and/or service charge.
- Identify a named colleague who will be key point of contact in relation to the rehousing; and who will be responsible for making sure that the move goes as smoothly as possible.
- Treat each move individually, recognising, respecting and responding to customers different needs, circumstances and requirements. A support plan and needs assessment will be prepared for each customer, considering any protected characteristics and additional needs, for more information please see our Help to Access our Services Policy.

3.3 WCHG will take into account, wherever possible, preferred locations, property types and associated services. If a customer wishes to move to an area where WCHG does not have any appropriate homes, or to outside the area covered by the local authority's choice based lettings scheme, we will approach other Providers and the relevant Local Authority's housing team, to seek support for a move and for any associated services. However, we cannot offer the certainty of this being successful. If this is not possible, we will work with the customer to achieve the most equitable solution.

3.4 WCHG will do everything it can to ensure that suitable offers of alternative accommodation are made to customers based upon their needs; the availability of suitable properties; the affordability of alternative homes; and having regard to the Local Authority's Allocation Policy for new homes and the WCHG Allocations Policy. The latter describes property type and household size entitlement (including when this may include accommodation for carers - see Glossary for definition of carer).

3.5 When being rehoused to another WCHG property, customers will surrender their original tenancy and sign a new agreement for the property they move to. Customers will, in most situations, have the same security of tenure and rights they had with their previous tenancy. This may not be the case if customers choose to move from a general rented home into older persons specialist accommodation such as an extra care scheme. Customers will be informed fully in advance of any differences between their existing and proposed tenancy rights and terms.

3.6 If there is a change in the rent and/or service charge for the new home, customers will be advised in advance of any changes and WCHG will ensure the impact of the changes in terms of benefit entitlement and affordability is discussed with the customers concerned.

3.7 Customers will be supported to register with Manchester Move, the City Council's allocation scheme, or other relevant Local Authority choice based letting systems.

This will ensure the appropriate priority is awarded and enables customers to have choice with other Providers.

3.8 Where a customer is considering moving to older persons accommodation there may be a separate referrals process. If a customer wishes to move to a WCHG Extra Care scheme there is a separate Extra Care Sales & Allocations Policy which will help customers to understand the policy and process. WCHG will provide guidance and support to customers rehousing and seeking specialist and extra care accommodation.

3.9 Where a customer has particular needs, and their existing home has been specially adapted, WCHG will arrange to move minor adaptions to a suitable alternative home where this is feasible or will fit similar minor adaptations in the new home. Where this is not feasible, or where major adaptations are needed, we will support customers in applying for suitable homes with appropriate priority through the relevant Local Authority's choice based letting system.

3.10 WCHG will advise customers at the outset of the rehousing process of the action that may be taken if the customer refuses to be relocated when a 'reasonable offer' has been made (see Glossary for definition). The first option will always be to agree a voluntary move with customers, and to work with customers to find a suitable alternative home in their preferred areas. We will discuss and assess with customers what a suitable alternative home would be, based upon their individual needs, and confirm this in writing.

3.11 The number of offers made is at WCHG's discretion but at least 2 suitable offers will be made. Where a customer does not accept the offers or does not agree that the offers are suitable, we will work with customers to understand their reasons for refusing the offers, we will explain the reason why WCHG believes the alternative homes are suitable and we will explore the support we can provide to assist with any difficulties our customers may have.

3.12 Should WCHG, after working with customers as outlined in 3.10 & 3.11 above, need to pursue legal redress including a court application to seek possession then WCHG would ensure that suitable alternative accommodation was available by making a direct allocation, and the household would be entitled to one offer only.

4. Home Loss and Disturbance payments

4.1 WCHG will clarify at the outset of the rehousing process the financial package available, which may include Disturbance payments in addition to the Statutory Home Loss payment.

4.2 Statutory Home Loss Payments: Home Loss compensation is intended to compensate customers for the distress and inconvenience of being required to move. Payment will be paid at the current statutory amount and is a statutory entitlement where the customer has been residing at the property for a minimum of one year.

4.3 Discretionary payments: WCHG may consider offering a discretionary home loss payment where a customer has been residing at their property for less than one year and do not qualify for Statutory Home Loss compensation. WCHG will offer the home loss payment to every household living in a WCHG dwelling at the point that a Board decision has been made requiring the customer to move.

4.4 Home loss payments under both 4.2 and 4.3 above will be made in accordance with current legislation. A home loss payment is payable in respect of the dwelling. Where more than one person qualifies for a home loss payment in respect of the same dwelling, the amount payable is to be the total home loss payment divided by the number of qualifying persons. Payment will be made promptly, after the move has taken place, and within 3 months of receiving the claim.

4.5 If a customer has rent arrears or other outstanding debts or recharges, the outstanding balance will be deducted from the Home Loss payment. Exceptions may be considered at WCHG's discretion based upon individual circumstances.

4.6 Under the Land and Compensation Act 1973, customers will be eligible for Disturbance Payments for the reasonable costs of moving.

4.6.1 WCHG will provide the following services where needed:
Removal Expenses: we may elect to use a WCHG contractor or offer a choice of approved companies.
Disconnection and Reconnection of Utilities: Services associated with the move and covered under Disturbance Payments will be arranged including where existing: phones, Sky or other subscription-based services, and any community support alarms, and these costs will be paid directly to the relevant supplier.
Installation of disability adaptations: as outlined in 3.9 above

4.6.2 Disturbance payment will also be made to cover other reasonable moving expenses. Customers will be provided with clear guidance on what expenses WCHG will contribute to, and the costs that customers will be responsible for.

4.6.3 WCHG may consider goodwill payments to customers who have previously made approved, non-cosmetic improvements to their properties, taking into account the nature and age of the improvements.

4.7 WCHG will require receipts or invoices as proof of expenditure for all disturbance payments.

4.8 WCHG will offer support and guidance, where it has been identified that this is required as the customer(s) are unable to do this themselves, in packing and unpacking customer's belongings; informing utility companies of the move; redirecting post and updating addresses with various organisations.

4.9 Notwithstanding the reason for the tenancy termination, customers are obliged to leave the property and garden areas in a clean and tidy condition as explained in the tenancy agreement. This includes leaving the property clear of all their belongings including external sheds, gardens and common areas. Any exceptions must be mutually agreed prior to the tenancy termination date to avoid possible recharges. WCHG reserves the right to deduct recharges from disturbance payments.

5. Monitoring and Review

5.1 The Customer Experience Committee has reviewed the Policy and their feedback incorporated.

5.2 The Customer Experience Committee will receive and review progress reports where customers are rehoused under this policy including details on any disputes arising from the policy.

5.3 The Development & Homes Committee will receive reports on the number of customers impacted scheme by scheme and rehousing progress.

6. Roles and Responsibilities

6.1 The WCHG Board is responsible for setting and approving the priorities of this policy and its delivery. The policy will be reviewed every two years or sooner if there is a change in legislation, regulation or if required to respond to particular rehousing scheme-based requirements.

6.2 The Customer Experience Committee is responsible for formally approving this policy following each full review, and any interim updates.

6.3 The Group Leadership Team are responsible for monitoring the performance being achieved against the requirements of this policy.

6.4 The Executive Director of Customers & Communities shall be responsible for implementing this policy and the Head of Service shall be responsible for the overall compliance and day-to-day implementation of this policy and will ensure all staff involved are trained in the implementation and any associated procedures

7. Complaints

7.1 Where a customer is dissatisfied with the way in which this policy has been implemented, or about WCHGs administrative processes they will have the right to complain through WCHG's Complaints Policy a copy of which is available upon request.

8. Equality and Diversity

8.1 WCHG recognises that colleagues of all races, ages, religions, gender, sexual orientation, literacy levels and disability should be treated equally and fairly. We will make every reasonable effort to ensure that no-one is discriminated against directly or indirectly on the basis of any protected characteristic as defined by the Equality Act 2010. We recognise that some protected groups may be disproportionately impacted and will take additional steps in the application of this policy and make reasonable adjustments to ensure compliance with the Act.

8.2 The Equality Impact Assessment (EIA) Panel have reviewed the policy, and their comments incorporated.

8.3 This policy can be provided in a different format, translated, large print, easy read, braille, or an audio copy, by contacting us by phone on: 0300 111 0000 or: 0800 633 5500 or by email: inclusionanddiversity@wchg.org.uk

9. Data Protection

9.1 Any personal data collected under the Rehousing & Compensation Policy will be treated with respect and used in line with the data protection laws - the UK General Data Protection Regulation (UK GDPR) and Data Protection Act (DPA) 2018. For further information on how we handle your personal data, and how you can exercise your information rights, please visit our Group Privacy notice on the website.

10. Glossary

Carer	A carer may be a close adult relative living with the applicant who provides care to the applicant; or a carer (non-relative) that needs to live with the applicant to provide overnight support (see Allocations Policy Appendix 4 for definition of “carer”).
Choice based letting System	This is the system used by many local authorities for allocating homes to applicants on the housing waiting list. Under a choice-based lettings scheme an applicant can bid for properties that they are interested in. Generally, accommodation is offered to the bidder who has the highest priority under the allocation scheme and matches the lettings criteria for that property. Local authorities may attach criteria that restrict bidding for particular accommodation, such as adapted properties.
Customer	In this Policy customer refers to WCHG tenants and leaseholders.
Decant or decanting	A decant is housing sector language for when a tenant is assisted by WCHG to move out of their current home to alternative accommodation on a temporary or permanent basis. WCHG prefers to use the terms rehousing and moving.
Initial Demolition Notice or IDN	An initial demolition notice (IDN) is a legal notice informing you that we are planning to demolish your home. If you live in an area or scheme directly affected by demolition proposals that have Board approval, then you will receive a formal IDN from WCHG together with guidance and support. It’s important to note, however, that an IDN does not necessarily mean that the plans are fixed – the IDN is

	designed to give tenants and leaseholders early notice of our plans. It also acts to suspend any tenants' Right to Buy applications. An IDN can last for up to seven years. Before any demolition can occur, we will need to receive planning permission for our proposals.
Reasonable Offer	means "suitable alternative accommodation" as defined in Part III of the Housing Act 1988 being either a certificate from the local authority that it will provide alternative accommodation or accommodation that fulfils the requires of that legislation