

## Alternative Accommodation Policy

Document Owner	Head of Housing
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Approved by	Directors Group
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## 1.0 Aims and scope of the policy

- 1.1 Hexagon aims to maintain and improve homes to a high standard, and to develop high quality housing. To fulfil this aim, Hexagon will occasionally require residents to move out of their home. In these cases, Hexagon will offer to provide the resident with alternative accommodation. This can be:
- **A temporary move** where the resident returns to their original home, or;
  - **A permanent move** where the resident does not return to their original home and remains permanently in their new home.
- 1.2 This policy applies when a tenant is required to move from their home in order for Hexagon to complete works, development, demolition or disposal of the property. This policy does not apply to residents leaving their home due to transfers, mutual exchanges, or choosing to end their tenancy.
- 1.3 This policy does not apply to leaseholders or their sub-tenants. Leaseholders are responsible for their own repairs and the organisation and costs of their own temporary accommodation. In cases of redevelopment, a separate policy will address the rights of leaseholders. Leaseholders do have an option to approach the local authority if they are in need of emergency rehousing.
- 1.4 Hexagon will consider whether a move to alternative accommodation is necessary on a case-by-case basis and in a range of situations, including when:
- Major works result in necessary parts of the home being inaccessible for a long term
  - One or more of the following cannot be restored within a reasonable timeframe – water supply, toilet facilities, electricity. This timeframe will depend on the needs of the resident and the resident will be consulted.
  - Very disruptive works need to be completed and where the resident or household member is vulnerable due to age, disability, medical needs, or mental health concern.
  - The home is structurally unsound and in danger of collapse.
  - The nature of the work makes it unsafe for the household to remain in the home.
  - Extensive damage due to fire or flooding making the home uninhabitable.
  - The property is scheduled for demolition or sale as part of a regeneration scheme.

- 1.5 Where there is the potential need to move a household to alternative accommodation, a risk assessment will be completed to determine that a move is the best solution.
- 1.6 Hexagon understands that the need to move to alternative accommodation when it is not out of choice is disruptive and it is preferable for residents to remain living in their homes. A move to alternative accommodation is only carried out if there is no other reasonable option. Hexagon will determine if it is unsafe for a household to remain in the home and a move is necessary.
- 1.7 All on-going and current temporary move agreements and arrangements will continue as agreed between Hexagon and residents and will not be impacted by the implementation of this policy. Alternative accommodation arrangements that begin after the approved date of this document will be subject to this policy.
- 1.8 The policy aims are to:
- Ensure disruption and difficulties for residents are kept to a minimum
  - Be flexible in managing the move to alternative accommodation process especially where residents are identified as needing extra support and reassurance
  - Ensure residents are consulted and kept informed throughout the move to alternative accommodation process, including the duration they remain displaced from their home, with good quality and clear information
  - Ensure residents' needs are considered regarding alternative accommodation and like-for like accommodation sourced, where possible
  - Manage the alternative accommodation process in the most efficient and cost-effective way
  - Ensure residents do not experience financial loss or hardship because of their move to alternative accommodation by making sure certain expenses are covered.
  - Ensure that Hexagon complies with the Land Compensation Act 1973 when making home loss and disturbance payments.

## **2.0 Equality and diversity**

- 2.1 Hexagon aims to understand the diverse needs of residents and deliver fair and equitable outcomes under this policy. We commit to considering reasonable adjustments in the delivery of our services to accommodate the diverse needs of residents and their household members.

2.2 An equality and diversity impact assessment has been carried out and is attached as an appendix to this Policy.

2.3 This Policy will be enacted in line with our Vulnerable Residents and Reasonable Adjustments Policy and in compliance with our obligations under the Equality Act 2010 and the Regulator of Social Housing's Consumer Regulations.

### **3.0 Consultation**

3.1 The Hexagon Resident Advisory Group were consulted on this policy in October 2022 and their recommendations helped shape this policy. There will be further Resident Consultation carried out during 2025/26.

### **4.0 Policy Statement**

4.1 Hexagon will have regard to its Asset Management Strategy and Assets and Liabilities register, in order to pro-actively manage the housing stock, and wherever possible pre-empt the need for moving residents to alternative accommodation. To improve value for money, the Stock Improvement Team will identify future disruptive works in advance where possible and inform Neighbourhood Services so that any requirement to move residents to alternative accommodation can be planned.

4.2 If a substantial programme of works is required which affects more than one household, Hexagon will develop an action plan in consultation with the residents to ensure that all concerns are represented. Hexagon staff will be responsible for arranging, leading and managing the consultation along with facilitating any actions that arise.

4.3 Hexagon will consult with residents early in the decision to plan major works. When the move to alternative accommodation is temporary and the resident will return to their home, Hexagon will ask for their views on their desired outcome for the works.

4.4 Hexagon will recognise, respect, and respond to people's different needs, circumstances, and requirements. Certain groups of residents may need extra support, such as older people, lone parents, non-English speaking households, or those with mental ill health, a physical or a learning disability.

4.5 In selecting a new temporary or permanent home, Hexagon will contact residents to complete a full assessment of the household's needs, including property size, location, and accessibility/adaptations.

4.6 There are limited circumstances under which Hexagon will not provide alternative accommodation, or will bring to an end an existing alternative accommodation on receipt of evidence:

- Where the request for alternative accommodation is solely because the resident has such bail conditions that they cannot return to their home, alternative accommodation would not be offered and the resident would be expected to maintain the terms of their tenancy agreement and rent obligations.
- Where a resident has rendered their home uninhabitable as a result of deliberate actions (and has the capacity to understand their responsibility for these) or as a result of criminal damage such as arson, Hexagon would not offer alternative accommodation, and would advise the resident to approach the Local Authority.
- Where a resident causes deliberate damage to their alternative accommodation Hexagon will bring this accommodation to an end and advise the resident to approach the Local Authority. Where a resident has a history of causing damage to alternative accommodation, Hexagon will not offer alternative accommodation and will advise the resident to approach the Local Authority.

## **5.0 Emergency Alternative Accommodation**

5.1 Emergency alternative accommodation may be necessary because of a sudden and unexpected event at the home which renders it uninhabitable e.g. a fire, flooding.

5.2 Where emergency alternative accommodation is needed, Hexagon will support the residents to approach the Local Authority to request emergency accommodation. Where the Local Authority are unable to accommodate, and the need for emergency alternative accommodation is not the result of criminal or deliberate action by the resident, Hexagon will make arrangements for temporary accommodation for the resident while repairs are carried out.

5.3 In the case of providing emergency alternative accommodation, due to the timescales, Hexagon may need to offer households smaller accommodation. For example, if an immediate need for alternative accommodation arises due to a fire, Hexagon may offer the household hotel rooms as an initial solution

with the view to addressing any long-term requirement at the earliest opportunity.

## **6.0 Temporary Alternative Accommodation**

- 6.1 The decision to make an offer of alternative accommodation will be made by the Property Services department who will always try, where possible, to keep residents in their homes. Such decisions and the management of the works will need to be based on the needs of residents and the budgetary constraints, ensuring works are completed as efficiently as possible. Updates and liaison with the resident and Neighbourhood Services will be the responsibility of the Property Services department, including the provision of clear end dates and regular updates throughout the period that the alternative accommodation is occupied.
- 6.2 If the move to alternative accommodation is due to modernisation work or major repairs, residents will usually return to their original home once the repairs are complete. Where works are expected to take longer than 6 months, Hexagon will consult the resident and, if the resident requests, Hexagon will consider a permanent move to alternative accommodation. Under these circumstances, a Home Loss Payment will not be paid as the option to return to the permanent home remains.
- 6.3 If residents stay with family or friends while repairs are carried out, they will be entitled to receive an allowance payment. This payment is calculated by Hexagon and set out in the Alternative Accommodation Procedure. If family/friends are not an option, Hexagon will make a direct offer of alternative accommodation or make hotel/B&B/self-catering arrangements for residents. Residents can choose to make their own hotel/B&B/self-catering arrangements, but the cost of the accommodation must be reasonable and agreed by Hexagon in advance.
- 6.4 Once a household has been approved for a temporary move, and suitable alternative accommodation has been identified, Hexagon will arrange for any necessary removals and storage requirements. Hexagon will cover these costs.
- 6.5 Where the resident is rehoused to alternative Hexagon accommodation, a licence agreement for this will be signed to last for the duration of the works. Their tenancy for their permanent home will be unaffected by this.
- 6.6 For the duration of the temporary move, residents will still be liable for rent, service charges and Council tax at their permanent home. The resident will not be charged rent or liable for Council Tax at the temporary home. The

resident will be responsible for setting up utilities at the temporary home and then liable the utility costs. Hexagon can assist with setting these up if required and requested by the resident. Any utility costs incurred at the resident's permanent home will be reimbursed.

- 6.7 Residents who are moved temporarily to alternative accommodation are not entitled to Home Loss Payment but are eligible for reimbursement of certain expenses associated with moving. See section 9 of this Policy.
- 6.8 Rent on the principal home will not be increased whilst the resident has been occupying temporary alternative accommodation, and rents will not be increased when the resident returns to their home, excepting where Hexagon is implementing standardised annual rent reviews.
- 6.9 The risk of injury while works are being carried out means that residents will not be able to access their principal home while works are in progress without prior appointment and permission. This may lead to a change of locks but will be determined on a case-by-case basis.
- 6.10 Residents' tenancy agreement at their permanent home will not be affected by the temporary move, they will maintain the same security of tenure on their return to their permanent home.

## **7.0 Permanent Alternative Accommodation (Moves)**

- 7.1 Where a permanent move is necessary, residents will be informed in advance and will be eligible to bid for alternative accommodation through the Local Authority. Residents will usually be assigned priority band A to enable this, but this will be at the discretion of the Local Authority in certain boroughs. If a block or scheme is being decanted in phases over a long period, residents may be assigned band B status until nearer the move. Hexagon will help and support with bidding.
- 7.2 In some circumstances Hexagon may make a direct offer of accommodation. See our Band A Priority Transfer Policy.

## **8.0 Assessing need and alternative accommodation**

- 8.1 Household members will only be included in the move to alternative accommodation where they are currently residing in the property as their only home.

- 8.2 Hexagon will make every effort to find a temporary or permanent home as near as possible to the resident's existing home, and of the appropriate size and type. If the original home is a large family home, it may not be possible to locate a similar size home temporarily as there is a shortage of these homes. If the temporary accommodation is not in the preferred area, Hexagon will assist with additional travel costs.
- 8.3 The resident will receive one reasonable offer, which may be a Hexagon home, self-catering apartment, or a hotel room, depending on the duration of works and other factors.
- 8.4 If a resident refuses the offer of alternative accommodation, they will be required to make their own accommodation arrangements for the period required to complete works. If a resident refuses to vacate to allow the works to proceed, Hexagon will consult with the resident to try and reach a reasonable solution. As a last resort, injunction and/or possession proceedings will be started.
- 8.5 Once a suitable offer of alternative accommodation is made and the move date is confirmed, the Property Services Team will arrange for works to be programmed. Works will start as soon as possible following the vacation of the property.
- 8.6 The Property Services department will keep in touch with the resident throughout the period that they are occupying alternative accommodation and will keep the resident and Neighbourhood Services informed of any delays or issues that arise and of the completion date as soon as this is confirmed.
- 8.7 On completion of the works the contractor and/or the surveyor will meet the resident at the property to return the keys and confirm that all work is completed and satisfactory. The surveyor will request that the Neighbourhood Officer brings the alternative accommodation to an end. The property surveyor will contact the resident one week after their return to ensure that there are no issues outstanding.
- 8.8 Where a Hexagon owned property is used either as temporary or permanent alternative accommodation, it will be brought up to Hexagon's Lettable Standard before it is available for occupation.

## **9.0 Reimbursement of Expenses**



- 9.1 Where the move to alternative accommodation is temporary and there is no access to a kitchen, self-catering, or meals included in the booking, then a subsistence payment will be made for each member of the household (as per values set out within the procedure). This payment will be made in advance and cover the duration of the accommodation booking.
- 9.2 Hexagon will also reimburse for other potential costs that are unavoidable e.g., additional travel costs, pet-related costs. These costs will be paid in advance where an invoice showing costs is produced, otherwise payment will be upon receipt of proof of purchase.
- 9.3 The type of expenses that Hexagon will consider reimbursing include the following:
- Disconnection and reconnection of gas or electric cooker; washing machine, dishwasher, satellite dish or TV aerial, telephone lines, broadband, light fittings.
  - Where the resident has chosen to arrange their own removals, Hexagon will reimburse removals costs (including packing service for those who are older or otherwise identified as vulnerable and requiring assistance).
  - Redirection of mail for the period of the temporary removal.
  - Refitting or replacement of personal support aids and window coverings.
  - Removal and refitting of additional locks or external lights for security; replacement of the cooker where the fuel supply in the temporary property is incompatible with the resident's cooker or a fitted cooker cannot be moved; removal and refitting of fitted wardrobes, or possible replacement with freestanding wardrobes.
  - Utilities costs incurred at the principal home during the period of the decant, including standing charges, if the utilities have been left in the tenant's name.
  - Short term storage of items during a temporary move will also be considered where the accommodation is smaller than the original home.
  - Increased travel costs to work, schools or caring where the temporary accommodation is further from these locations than the principal home.
  - Where pets cannot be accommodated in the temporary accommodation provided, pets will be expected to stay with family or friends. In exceptional circumstances, Hexagon will consider boarding fees where the resident has permission to keep a pet through a pet agreement.
  - Hexagon will not pay for alcohol, bar bills, room service etc.
  - If the alternative accommodation is not self-catered, Hexagon will also cover costs for parking and Wi-Fi. Where possible, these should be paid for in advance at the time of booking the accommodation.

- 9.4 Wherever possible, we will encourage residents to stay with family or friends. As well as covering any moving expenses, and/or storage costs, a weekly allowance will be payable, as set out in the procedure.

## **10.0 Home Loss Payments**

- 10.1 In cases of a permanent move, the resident may be entitled to a Home Loss Payment, under the provisions of the Land Compensation Act 1973 and Home Loss Payment (Prescribed Amounts) (England) Regulations. A Home Loss Payment will be made only where there is a legal obligation to do so. The amount to be paid will be determined by the regulations in place at the time of the move. If the resident has arrears of rent, rechargeable repair or any other debt this payment may be used to offset the debt.

## **11.0 Complaints**

- 11.1 Residents wanting to make a complaint about Hexagon's alternative accommodation process may follow Hexagon's [Complaints Policy](#).
- 11.2 If a resident has raised a complaint about the decision to move them to alternative accommodation or about the offer of accommodation, and where there is no immediate risk of harm, the alternative accommodation process will be put on hold until the complaint has been resolved.
- 11.3 Where a resident requests a move to alternative accommodation due to planned works and Hexagon finds that a move is not necessary and the household can remain in their home during the works, Hexagon will issue this decision in writing to the resident and explain the reasons for the decision. If a resident wishes to appeal this decision, they should submit an appeal in writing, or via telephone, for the attention of the Head of Housing Services.

## **12.0 Data Protection**

- 12.1 This Policy will be enacted in line with our Data Protection framework, and inline with the UK GDPR and Data Protection Act 2018.
- 12.2 If you want more information about how your personal data is processed under this policy, please contact our data protection team at [dprotection@hexagon.org.uk](mailto:dprotection@hexagon.org.uk) or call our office.

## **13.0 Relevant legislation and guidance**

- Health & Safety at Work etc. Act 1974
- Planning and Compensation Act 1989
- Housing Act 1996, 2004
- Data Protection Act 2018 and UK GDPR
- Equality Act 2010
- Regulatory Framework for Social Housing in England 2012
- Housing & Planning Act 2016
- The Homes (Fitness for Human Habitation) Act 2018
- Land Compensation Act 1973
- Home Loss Payment (Prescribed Amounts) (England) Regulations

## **12.0 Related Hexagon policies and procedures**

- Complaints Policy
- Lettings and Allocations Policy
- Compensation Policy
- Alternative Accommodation Procedure
- Development Strategy
- Asset Management Policy
- Asbestos Management Plan
- Vulnerable Residents and Reasonable Adjustments Policy
- Band A Priority Transfer Policy

## Equality Impact Assessment Tool

Hexagon's Vulnerable Residents and Reasonable Adjustments Policy commits the organisation to understanding the diverse needs of residents and, where there are any barriers to accessing the service or any disproportionate negative impact, considering reasonable adjustments to ensure a fair and equitable outcome for all residents.

Hexagon recognises that responding and reacting to the changing needs of residents requires a willingness to do things differently and find individual solutions to ensure equitable access to our services for all. The following table will propose how we will adjust the service to account for possible requirements of different groups, to help us to prepare for these expected needs. However, we recognise that we cannot anticipate every need and that there is not a one-size-fits-all solution to all needs, so we will continue to be responsive and flexible in adapting to the diverse needs of residents in enacting this policy.

See the Vulnerable Residents and Reasonable Adjustments Policy for examples of Reasonable Adjustments we will consider. When considering what is reasonable, we will take into account: The effectiveness of the adjustment(s) in preventing or reducing the disadvantage for the person with a disability; The practicality of us making the adjustments; The availability of our resources, including external assistance and finance; Any disruption to the service that making the adjustment may cause.

Characteristic	Impact	Explanation of Impact	Reasonable Adjustments Considered	Consideration of effectiveness, practicality, cost/availability of resources and any disruption to service	Decision on whether to implement the Reasonable Adjustment
Age	None	No impact identified			
Pregnancy/Maternity	Positive	This policy commits to finding alternative accommodation as close to the resident's children's schools as possible		Dependent on availability of accommodation	Agreed
Disability: Physical health and mobility	Positive	This policy commits to provision of, or reimbursement of costs, relating to health and mobility needs including Taxis, medical equipment, fridges, specialist beds	Where meals are included with the alternative accommodation, but these do not meet a resident's health related		Agreed

			food requirements, we will pay subsistence instead to allow the resident to source appropriate food and no extra cost.		
<b>Disability: Learning and neurodiversity</b>	<b>Positive</b>	This policy commits to consideration of the residents needs in sourcing appropriate alternative accommodation	We will liaise with support workers/carers; forms and processes explained to resident by preferred contact method, e.g. phone or in person		<b>Agreed</b>
<b>Disability: Vision and hearing</b>	<b>Positive</b>	This policy commits to consideration of the residents needs in sourcing appropriate alternative accommodation			<b>Agreed</b>
<b>Disability: Mental health</b>	<b>Negative</b>	Where behaviour relating to mental health is too high risk, for example Arson, we will not provide alternative accommodation and will refer the household to the local authority	To mitigate the impact of this we will refer to the local authority for alternative accommodation. We will consult with support workers and support agencies in determining this decision.		<b>Agreed</b>
<b>Sex</b>	<b>None</b>	No impact identified			
<b>Gender reassignment / Transgender / Non-binary identity</b>	<b>None</b>	No impact identified			
<b>Race or nationality</b>	<b>None</b>	No impact identified			
<b>Religion or belief</b>	<b>None</b>	No impact identified	Where meals are included with the alternative		<b>Agreed</b>

			accommodation, but these do not meet a resident's religion or belief related food requirements, we will pay subsistence instead to allow the resident to source appropriate food and no extra cost.		
<b>Sexual orientation</b>	<b>None</b>	No impact identified			
<b>Language</b>	<b>None</b>	No impact identified	We will provide translation services on request in line with our Translation and Accessible Communications Policy		<b>Agreed</b>
<b>Literacy</b>	<b>None</b>	No impact identified	We will provide alternative communication methods on request in line with our Translation and Accessible Communications Policy		<b>Agreed</b>

## Outcome

**Where any negative impact is identified, have changes to the policy or sufficient reasonable adjustments been proposed to mitigate the impact?**

Negative impact identified on the basis of extremely high-risk behaviours that may relate to mental health such as Arson. This is mitigated by a referral to the Local Authority.

**How will the reasonable adjustments be facilitated and communicated to residents?**

An assessment of the households needs will be completed and we will discuss how we will meet those needs with residents at that point, including, for example, ensuring the alternative accommodation is wheelchair accessible, or has access to a fridge for storage of medication.

**What are the arrangements for monitoring and reporting on the impact on residents, the diverse needs of residents using the service, and the implementation of reasonable adjustments?**

The needs assessment and outcome will be recorded on the CRM; all reasonable adjustments and communication needs will be recorded on the CRM.

**Are you satisfied that we have met our duties under the Equality Act 2010 and the Consumer Regulations?**

☒ Yes

☐ No

**Name and Job Role:**

**Niamh Mannion, Policy Officer**  
**Louise Williams, Head of Housing**