

Customer Relocation and Home Loss Policy

Policy ref:

Policy author /holder Head of Consumer Regulation & Policy

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Approved by: Operations Strategy Group

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1 Purpose and anticipated outcomes

This policy ensures that customers who must relocate - whether in an emergency, temporarily, or permanently - are supported consistently, fairly, and in line with legal and regulatory requirements. It sets out the principles for relocation, the types of support and compensation available, and the standards LiveWest will meet to safeguard customer wellbeing.

2 Policy statement

LiveWest is committed to supporting customers who are required to move from their homes due to sale, redevelopment, major repairs, hazards or emergency situations.

This policy outlines the principles, entitlements, and exclusions for managing relocation, and for compensating customers through home loss and disturbance payments where applicable.

3 Service standards

LiveWest will provide customers with as much notice as possible when a temporary or permanent move is required. There may be rare occasions when it is not possible to do this, for example a severe health and safety hazard is identified in a customer's home, or following fire or flood, and it is not safe for them to stay there.

LiveWest will endeavour to minimise the amount of time customers are in alternative accommodation by completing works as soon as reasonably practicable.

We will provide customers with a point of contact for the colleague arranging their alternative accommodation, and the colleague who is responsible for managing any work being done to their home. They will be responsible for keeping the customer updated.

Occasionally, customers may need to move more than once if emergency or temporary accommodation is only available for a limited period.

LiveWest will work with other local landlords and the local authority to source suitable accommodation if we need to.

LiveWest will always try to provide accommodation that is in a suitable location, is the right size for the household and is accessible for everyone in the household. What we can provide will vary according to local availability and some flexibility from customers is expected when precise criteria cannot be met.

In accordance with Awaab's law guidance, we will accommodate anybody who usually lives in the property as a member of the tenant's family, including children who would usually stay in the property overnight for at least one night a week.

If a customer has chosen to stay in their home while works are undertaken, and then there is a material change of circumstances, we will reconsider the need to provide alternative accommodation taking into account all the circumstances of the case, the property condition and the needs of the household.

LiveWest will work closely with customers living in adapted homes to understand their specific needs during any relocation. Where complex adaptations are involved, we will collaborate with customer and the relevant social care teams to ensure the relocation property is safe and suitable considering the expected duration of the stay.

In line with our customer offer, Inclusive Service Policy and Reasonable Adjustment Policy we will provide appropriate support and advice considering the support and language needs of everyone in the household. We will agree a plan that sets out what the household needs are, the type of property required, what help will be provided, and what will be done and by who. This can include practical support such as help with removals or packing, where the customer is unable to do this themselves due to a health condition, frailty, or disability.

LiveWest will provide advice on bills, rent, benefits and home insurance for affected customers and ensure that occupation agreements or licence responsibilities are clearly explained. It is the customer's responsibility to ensure they have sufficient home contents insurance, and to advise their insurer of any temporary or permanent move.

Customers who are required to move permanently will be offered a tenancy that is no less secure their current tenancy.

If a customer and/or their household refuse to move despite a reasonable offer being made, LiveWest may take legal action to safeguard the health and safety of the household, ensure property standards are met, and avoid delays or additional costs caused by refusal to relocate.

4 Legal considerations

Land Compensation Act 1973 Section 29. If a housing association tenant must leave their home permanently because LiveWest are going to carry out an improvement to the property or redevelop the land that the property is on, we need to pay them a Home Loss Payment. This is a fixed amount that compensates the tenant for having to leave their home.

Land Compensation Act 1973 Section 37. If a housing association tenant must leave their home permanently because LiveWest is going to carry out an improvement to the property or redevelop the land that the property is on, we need to pay them a Disturbance Payment. The Disturbance Payment needs to be equal to the reasonable costs of moving the tenant from their home.

Home Loss Payments (Prescribed Amounts) (England) Regulations. The regulations, updated annually, specify the value of the Home Loss Payment.

Social Housing Regulation Act 2023 - Tenancy Standard. LiveWest must provide tenants required to move with timely advice and assistance about housing options. LiveWest shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

Social Housing Regulation Act 2023 - Safety and Quality Standard. LiveWest must meet specific expectations regarding the safety and quality of our homes.

Social Housing Regulation Act 2023 - Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (aka Awaab's Law). LiveWest must investigate and fix any reported damp, mould, or emergency hazards within strict legal timeframes, or relocate customers if the home cannot be made safe within the relevant specified timescale.

Equality Act 2010. LiveWest must ensure that no customer experiences unlawful discrimination, and must consider equality, diversity, and inclusion across all services and policies for customers with protected characteristics.

5 Scope and definitions

5.1 Scope

This policy applies to:

- Customers who are social housing tenants (and their household members) temporarily relocated due to an emergency or unforeseen event.
- Customers who are social housing tenants (and their household members) temporarily relocated due to planned major works where we consider disruption will be at a level where it is not reasonable for the household to remain. (In line with our customer offer, we will consider the support needs of the household when deciding what is reasonable).

- Customers who are social housing tenants (and their household members) being permanently displaced with no option to return to their current home.
- There are sometimes circumstances where someone who does not meet the usual criteria may be entitled to a home loss or disturbance payment. For example, a spouse or civil partner who has 'home rights' under the Family Law Act 1996 may be able to claim home loss payment if their spouse or civil partner (who is the tenant) does not live in the property. When reviewing any claim for home loss or disturbance payment, we will consider the individual circumstances of the claim.

This policy does not apply to:

- Other LiveWest Customers, including those who live in properties let under licence agreements, and customers who are tenants of market rent homes.

If relocation is required as a result of a breach of contract by the tenant or any member of their household—including, but not limited to, unauthorised alterations, negligence, or deliberate or criminal acts—LiveWest will not provide alternative accommodation, host payments, or compensation for expenses. In these circumstances, the customer will be referred to their Local Authority's Homelessness team, which has a statutory duty to support individuals who are homeless, eligible, and in priority need. LiveWest may also pursue legal action against the tenant and seek to recover any costs associated with legal proceedings and repairs to the property.

There may be rare occasions when leaseholders are affected by plans for demolition, redevelopment or refurbishment. We will always meet our statutory obligations to leaseholders in this instance. The exact detail of our leaseholder offer may vary by location and project and will be determined following consultation with affected residents.

5.2 Definitions

Reasonable Offer: An offer of alternative accommodation that meets the household's needs in terms of location and size, and accessibility. Some flexibility on the part of the tenant and their household in respect of location and size is expected when a perfect match is not available.

Home Loss Payment: Statutory compensation for tenants who have no option to return home, that meet the criteria set out in law. The amount payable is set annually, in the Home Loss Payments (Prescribed Amounts) (England) Regulations.

Disturbance Payment: Compensation for reasonable costs incurred due to moving, applicable to both permanent and temporary relocations as set out in the Land Compensation Act 1973 Section 37.

Family and Friends Move:

When customers eligible for an emergency or temporary move opt to stay with family or friends while work is completed to their home. LiveWest will pay a 'host fee' via the tenant of £50 per night for households of up to two people, and £75 per night for accommodating households of three or more people.

Compensation payable to the tenant for a family & friends move. Reasonable expenses will be paid for:

- Additional travel costs incurred for school, work and caring commitments to be maintained.
- Removals and storage, if relevant, and it is agreed in advance with LiveWest that the customer will make these arrangements.
- Customers will need to make their own arrangements for any pets, at their own expense.

Emergency relocation:

An urgent, unplanned and move that is necessary to protect the health and safety of customers following unforeseen events. Examples include fire, flood and the identification of severe hazards. The property cannot be made safe and habitable on the same day, and overnight accommodation is therefore required.

Emergency moves tend to be shorter in duration. If works will take longer than 2-3 weeks, we may then move customers on from emergency accommodation (such as a B&B or hotel) into another more suitable temporary home, for example a holiday let or vacant LiveWest property, subject to availability.

Eligibility: tenants and household members

Accommodation provided: accommodation could be a LiveWest guest room, a vacant LiveWest property, Hostel, Hotel room, Bed & Breakfast, Self-Catering holiday accommodation or a mobile home.

Location of Accommodation: Within the same local authority area, or within 10 miles, wherever possible.

Compensation payable to tenant for emergency relocation: Reasonable expenses including:

- Out of pocket expenses for meals if no cooking facilities are available, (up to £25/day per adult, £15/day per child with receipts).
- Additional travel costs incurred for school, work and caring commitments to be maintained.
- Removals and storage, if relevant, and it is agreed in advance with LiveWest that the customer will make these arrangements.
- Customers will need to make their own arrangements for any pets, at their own expense.

Temporary Relocation:

A planned, temporary move to facilitate major repairs or improvements.

Eligibility: tenants and their household members.

Accommodation provided: accommodation could be a LiveWest guest room, a vacant LiveWest property, Hostel, Hotel room, Bed & Breakfast, Self-Catering holiday accommodation or a mobile home.

Location of Accommodation: Within the same local authority area, or within 10 miles, wherever possible.

Compensation payable to the tenant for temporary relocation: Disturbance payments, which can include:

- Out of pocket expenses for meals if no cooking facilities are available (up to £25/day per adult, £15/day per child with receipts).
- Additional travel costs incurred for school, work and caring commitments to be maintained.
- Removals and storage, if relevant, and it is agreed in advance with LiveWest that the customer will make these arrangements.
- Disconnection/reconnection of utilities and appliances if required.
- Redirection of mail if required.
- Reinstallation of adaptations if required.
- Provision of furnishings such as carpets and curtains where necessary (where not provided by LiveWest).
- Customers will need to make their own arrangements for any pets, at their own expense.

The tenant must have been living in the property as their only or principal home at the time they needed to be moved to claim a disturbance payment.

Permanent Relocation:

A planned and permanent move when a home is to be sold, demolished or redeveloped and the tenant has no option to return to the property.

Eligibility: Tenants and their household members.

Accommodation provided: a vacant LiveWest property, or another social housing property. The property will be a suitable size for the household. If the property offered is smaller than the current one, this will be in agreement with the tenant. The tenancy type offered will be no less secure than the existing tenancy.

Location of Accommodation: Within the same local authority area, or within 10 miles, wherever possible.

Compensation payable to the tenant for permanent relocation (1) - Home Loss

The tenant must have been living in the property as their only or principal home for at least one year to claim a home loss payment.

The payment will be the amount specified in the Home Loss Payments (Prescribed Amounts) (England) Regulations in force at that time.

Only one home loss payment can be made per eligible household.

The payment can be offset against any rent arrears or debts owed to LiveWest.

We will not make home loss payments if the tenant either left their home voluntarily, or if the tenant was given the opportunity to return to their home following works and chose not to.

Compensation payable to the tenant for permanent relocation (2) - Disturbance payments, which can include:

- Removals and storage, if it is agreed in advance with LiveWest that the customer will make these arrangements.
- Disconnection/reconnection of utilities and appliances if required.
- Redirection of mail if required.
- Reinstallation of adaptations if required.
- Provision of furnishings such as carpets and curtains where necessary (where not provided by LiveWest).

Only one payment can be made per eligible household. The tenant (or a partner with Home Rights as set out in section 5 above) must have been living in the property as their only or principal home at the time they needed to be moved to claim a disturbance payment.

6 Linked / associated policies and other references

6.1 External Refs:

- [Hazards in Social Housing \(Prescribed Requirements\) \(England\) Regulations 2025 \(Awaab's Law\)](#)

6.2 Policies and Procedures:

- Relocation procedure
- Allocations & Lettings Policy
- Damp & Mould Policy and procedure
- Inclusive Service Policy
- Reasonable Adjustments Policy

Version Control

Version Ref:	Date of change	By whom	Reason
1	October 2025	Head of Consumer Regulation & Policy	New Policy