



## REIDVALE HOUSING ASSOCIATION

### Decant Policy

Policy Approved	24.04.24
Due for Review	April 2027
Author	Housing Manager

## POLICY SUMMARY

<b>Purpose:</b>	The Decant policy sets out the Reidvale Housing Association's approach and the arrangements that will be put in place when a tenant is required to move or 'Decant' from their primary residence on a temporary or a permanent basis to other accommodation in order to allow a repair for an improvement, essential works, an adaptation to be completed on their home or for their home to be demolished.
<b>Guidance:</b>	The Association is a company under the Co-operative and Community Benefit Societies Act 2014, and a company regulated by the Financial Conduct Authority (FCA). Statutory Guidance The Scottish Social Housing Charter Requirements of the Scottish Housing Regulator
<b>Regulatory Compliance</b>	<p>Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>Standard 2: The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</p> <p>Standard 3: The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.</p> <p>Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.</p> <p>Standard 5: The RSL conducts its affairs with honesty and integrity.</p>
<b>Linked Policies</b>	Financial Regulations and Procedures Allocation Policy Rechargeable Repair Policy Arrears Recovery Policy Equality and Diversity Policy Privacy Policy Value for Money Policy Entitlements Payments and Benefit Policy Procurement Policy Risk Management Policy Adaptations Policy Void Management Policy
<b>Financial Impact</b>	Medium

<b>Risk Assessment</b>	Low
<b>Equalities Impact Assessment</b>	Yes
<b>Date Reviewed:</b>	
<b>Date approved by Management Committee:</b>	24.04.24

## Contents

Page no.

1.	INTRODUCTION	1
2.	AIMS AND OJECTIVES	1
3.	LEGAL AND REGULATORY FRAMEWORK	2
4.	DECANT POLICY	4
5.	PERFORMANCE MONITORING	8
6.	STAFF TRAINING	9
7.	EQUALITY AND DIVERSITY	9
8.	COMPLAINTS	9
9.	POLICY REVISION	9

## **1. INTRODUCTION**

- 1.1 Reidvale Housing Association (RHA) is a community based organisation based in Dennistoun. Our core business is the provision of affordable housing and related services.
- 1.2 There are occasions when Reidvale Housing Association requires tenants to leave their homes on either a permanent or a temporary basis. This can occur when the Association requires vacant possession of a property to undertake essential or emergency repairs (e.g. fire, flood damage), improvements or adaptations. A permanent move can be required where a property has been earmarked for demolition or redevelopment. In such circumstances the Association has responsibilities to provide advice and support to the tenant about their housing options that are likely to involve rehousing in alternative accommodation provided by the Association or another housing provider.
- 1.3 When a tenant requires to be decanted, they remain the tenant of their original tenancy, with both the tenant and the Association responsible for ensuring they maintain their respective obligations under that tenancy. Once the decant accommodation has been verbally agreed, an occupancy agreement, as set out in Appendix 4 will require to be signed by both the tenant and the Association's representative prior to any move.
- 1.4 This decant policy ensures that decants are carried out appropriately and efficiently with the minimum stress and difficulty.

## **2. AIMS AND OBJECTIVES**

- 2.1 The purpose of this decant policy is to enable decants to be carried out with the minimal disturbances to tenants. To outline the support, both financial and practical, provided to tenants who are required to decant.
- 2.2 Requirements of the policy
  - to manage decant proceedings in a consistent, fair and equitable manner, taking full account of the Association's statutory obligations
  - to provide a service that is responsive to tenants needs
  - to provide a basis for making reasonable compensation and assistance to tenants, recognising the need for prompt payments in cases of financial hardship
  - to provide alternative accommodation that meets the Association's letting standards and the specific needs of the tenant including adaptations
  - to minimise the time and inconvenience for a tenant in temporary accommodation
  - to cause the least possible disturbance to our tenants who are required to decant from their home
  - minimise rent loss

### 3. LEGAL AND REGULATORY FRAMEWORK

3.1 Reidvale Housing Association is, a registered society under the Cooperative and Community Benefit Societies Act 2014, a registered social landlord and regulated by the Financial Conduct Authority (FCA).

3.2 We are regulated by the Scottish Housing Regulator (SHR). Their Regulatory Framework sets out seven Standards of Governance and Financial Management. Relevant to this Policy are particular elements under these standards:

- Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- Standard 2: The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.
- Standard 3: The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.
- Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.
- Standard 5: The RSL conducts its affairs with honesty and integrity.

3.3 Section 31 of the Housing (Scotland) Act 2010 introduced the Scottish Social Housing Charter which set the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Scottish Social Housing Charter was introduced by the Scottish Government in 2012 and was reviewed during 2016 and 2021. The Scottish Housing Regulator monitors associations' performance against the Charter through their regulatory assessments. The Association will comply with the following Scottish Social Housing Charter requirements most relevant to this policy:

- Outcome 1: Equalities – every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.
- Outcome 2: Communication – tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides
- Outcome 4: Quality of Housing - tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS) , and any other building quality standard in place throughout the tenancy; and also meet the relevant Energy Efficiency and Zero Emission Heat Standard.

- Outcome 5: Repairs, Maintenance and Improvements – tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- Outcome 13: Value for Money – tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

3.4 The Housing (Scotland) Act 2001, sets out the requirements of a landlord to ensure that the house is reasonably fit for human habitation and landlords are explicitly required to ensure that the house is wind and watertight and is kept that way during the tenancy.

If a tenant is moved to another property on a temporary basis from their usual house, they will continue to enjoy full tenant rights in the temporary house. The tenant is also bound by the terms and conditions of their original signed tenancy agreement.

3.5 The Land Compensation (Scotland) Act 1973 established the principle that tenants should be compensated for the disturbance and personal upset involved in having to make an involuntary move. The Land Compensation (Scotland) Act 1973 sets out the basis for landlords to make Home Loss and Disturbance Payments to tenants and residents. The legislation applies to situations where the tenant cannot return to their original home, i.e. the move is permanent. In certain circumstances it may also be the case that owners will require decanting. The arrangements that apply to owners will be decided separately from that set out in this policy but taking full account of the Association's legal responsibilities.

3.6 It is accepted practice by RSLs that tenants requiring to be decanted for a temporary period should also receive compensation for the inconvenience suffered. The exception to this may be in situations where the tenant has through a deliberate or reckless act, for example fire raising or flooding made the property uninhabitable. The Association may in such cases decide not to award compensation and may also seek to recover its costs and / or the property through legal action.

## 4. DECANT POLICY

### 4.1 Roles and Responsibilities

4.1.1 The Director has responsibility to ensure effective implementation of this policy and supporting procedures.

4.1.2 The Housing Manager and Maintenance Manager will ensure staff are aware of and comply with the policy and supporting procedures.

4.1.3 The decision to decant our tenant will be determined by the Director, Housing Manager and Maintenance Manager. Each case will be assessed on its own merit.

## **4.2 One way permanent moves**

4.2.1 Where the tenant is required to move on a permanent basis there is likely to be an entitlement to Statutory Home Loss and Disturbance payments providing the following criteria are met:

- residency at the property for a minimum of 12 months prior to the date of displacement
- the move is permanent
- the claimant is a tenant or a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or any person with 'interest in the dwelling house'

4.2.2 In addition to the above the claimant's removal must be as a consequence of one of the following events:

- compulsory acquisition of the property by a body with compulsory powers
- demolition of a dangerous building or a closing order granted under the Housing (Scotland) Act 1987 as amended
- significant improvement or redevelopment by the Association
- court order for recovery of possession proceedings by the Association which requires suitable alternative accommodation to be made available to the tenant (this provision applies only to secure tenants)

4.2.3 Home Loss and Disturbance Payments will be made to tenants where the qualifying criteria are met (see Appendix 1). For non-qualifying tenants the Association will at its discretion provide equivalent support and assistance to that outlined in Appendix 1 but there will not be an entitlement to a Home Loss payment.

## **4.3 Temporary moves where the tenant is to move back**

4.3.1 A temporary move or decant covers the situation where a tenant is required to move from their home for a temporary period, to enable work to be carried out, with the intention that the same tenant moves back to the property when the work is completed. The decant home will in most situations be provided in another property owned by the Association and selected to meet the needs of the decanted household in terms of size and location.

4.3.2 If the works are restricted to specific areas in the property, we will discuss with our tenant removing all items from the room(s) requiring treatment and storing these in another unaffected room with a hasp and lock. The tenant will have sole keeping of the keys.

4.3.3 If the tenant's principal home no longer suits the households needs, for example they are overcrowded, underoccupying or have medical needs that require a different property type then the tenant can be considered for a permanent move to the

decanted address, and this should be discussed with their Housing Officer and considered under the Association's Allocation Policy.

- 4.3.4 The Association will ensure that wherever possible any emergency accommodation will meet the needs of any tenants and their household for the duration of the decant process. Where suitable accommodation cannot be immediately found the Association will as a last resort secure accommodation in a local hotel with an appropriate number of rooms to meet the size of the household. In these instances, tenants will either have their meals paid in advance by RHA at the time of booking or be provided with an agreed sum per person per day towards their food costs. Any stay in a hotel should be for a minimum period and will be reviewed by the Housing Team weekly until suitable accommodation can be found in our own housing stock.
- 4.3.5 Tenants with pets should refer to Appendix 3 for emergency housing arrangements and advice.
- 4.3.6 The Association will ensure in so far as it is reasonable to do so to meet the needs and preferences of the decanted tenant and ensure decant properties conform to the Association's lettable standards.
- 4.3.7 The Association will make certain allowances towards the costs incurred by the tenant moving to decant accommodation and these are set out in Appendix 2. The Association will ensure that appropriate advice is provided and that the tenant should not be financially disadvantaged because of potentially higher living and transport costs while in temporary decant accommodation including hotels or B&B. The tenant will remain liable for the rent at their principal home not the decanted property. The arrangements with GCC, Housing Benefit Department (HB) or the Department of Works and Pension for Universal Credit (UC) entitlement for decanted tenants will be addressed by the Association and appropriate advice and assistance given to the tenant concerning HB or UC entitlement while temporarily removed from their home. Council Tax liability is transferred to the decant address with the likelihood of an exemption for liability being given at the permanent home if it remains unoccupied.
- 4.3.8 If the tenant wishes to move with no assistance from the Association by sourcing their own accommodation e.g. Airbnb or hotel of their preference the Association will pay up to £1,000 per week to cover accommodation costs including any meals required until a property within the Association's own housing stock is sourced. This amount may increase depending on the size or type of accommodation required. The tenant will be required to book the accommodation in their own name and hand in receipts to the Association who will then pay the tenant / accommodation. The Association is not liable for any unpaid bills or damages at the accommodation. The Association will not continue to pay for this accommodation after a property is sourced in the Association's own housing stock and is ready to move into.
- 4.3.9 We will discuss with our tenant if they are able to stay with relatives or friends during the works. Our tenant will be fully involved in the discussions and decision process.

If the tenant wishes to stay with family / friends for the duration of the work we will pay a one off payment to the tenant up to the value of £1,000 based on receipts being received to confirm tenant / household expenses. Additional costs detailed in Appendix 2 will be included in the payment.

- 4.3.10 If the Association is unable to secure its own alternative accommodation due to adaptations being required, specialist accommodation may need to be sourced with the assistance of social work department / other support agencies. Additional costs will still be covered as necessary as detailed in Appendix 2.
- 4.3.11 If the Association is unable to secure its own alternative accommodation due to the needs of the tenant / household e.g. property needs to be close to school or essential support network, accommodation will be offered in line with what the Association has available and travel expenses will be covered by the Association. When a property then does become available meeting the tenant's preferences the Association will move the tenant at the earliest opportunity.
- 4.3.12 When a tenant is required to be decanted through no fault of their own an ex-gratia payment for the inconvenience suffered will be paid to the tenant in line with the calculation detailed in Appendix 1.

#### **4.4 Action by the Association if tenant refuses to move and / or return**

- 4.4.1 There may be occasions where we have to insist that our tenant is decanted to other temporary accommodation, even if our tenant does not wish to move, if there is deemed to be a possible risk to our tenant and any other household members.
- 4.4.2 Section 5.13 of the Scottish Secure Tenancy Agreement states that:  
“..... we have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more that you normally pay.”
- 4.4.3 If our tenant does not consent to decant we may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of our tenant and any household members as well as possible harm to neighbours from the risk of not carrying out the works.
- 4.4.4 Where our tenant refuses to return to their permanent tenancy, we will try to resolve this by meeting with our tenant and addressing any concerns they may have, However, when all discussions and negotiations have failed and our tenant is still unwilling to cooperate, we may proceed with legal action as referred to at 4.4.5.
- 4.4.5 If agreement cannot be reached concerning decanting, the Association is entitled to serve a Notice of Its Intention to Raise Proceedings, citing Ground 10 Schedule 2 Part 1 of the Housing (Scotland) Act 2001. Under Section 16 (6) of the Act it is a

Mandatory Ground for possession to be granted where suitable alternative accommodation is made available.

- 4.4.6 Legal action will only be taken as a last resort and every effort will be made to find a suitable solution both at decant and moving back stages.
- 4.4.7 Emergency hotel or similar accommodation is only provided as a temporary measure. Tenants will be moved from their hotel (or similar) accommodation as soon as a suitable property is sourced from the Association's own housing stock. Hotel or similar accommodation will not normally be considered a long term decant option.
- 4.4.8 Once the decant accommodation has been verbally agreed, an occupancy agreement, as set out in Appendix 4, will require to be signed by both the tenant and the Association's representative prior to any move. The agreement confirms the decant property is only for temporary use and tenants have no legal rights to remain in the property. When the tenants' property is ready for reoccupation tenants will require to move at their earliest convenience. If tenants have specific support needs to aid safe and quick return to their homes these should be discussed with the Housing Officer.
- 4.4.9 If the tenant is claiming their home contents insurance for loss and damages, for example of floor coverings and household/personal items, this claim should be started immediately and should not hold up a move back to the tenanted property.
- 4.4.10 Tenants may find that their tenanted home may still have some non emergency repairs requiring to be complete when we recommend that they move back to their home. Access to complete these repairs will be made with the tenant at a time suitable for them but these repairs should not delay a move back as long as reasonably fit for human habitation.

## **4.5 Tenant Liaison**

- 4.5.1 We recognise that temporary removal from your home may be a stressful and potentially difficult experience for our tenants and their families. Therefore, we aim to minimise our tenant concerns through the provision of helpful information and advice prior to, during and after the period of decant on the following:
- Which rooms will be affected by the repair and or alteration works
  - The expected content and timetable of the works
  - Key dates in the process such as dates of removal and return
  - The level of allowances and payments, if any. When and how these will be paid
  - If the repair, alteration or improvement work does not provide for redecoration
  - What furniture will be moved out and if all affected rooms are not cleared of our tenant's belongings the measures we will take to protect them
  - What measures will be taken to protect furniture and our tenant's property remaining in the house, in other rooms not affected directly by the work

- The tenant should supply all keys to the property to be held by the Association (and contractor) during the period of work. The tenant must not access the property during this time for health and safety reasons
- We will pay for mail redirection
- Our tenant should remove any items of high or sentimental value from the property during the period of work
- Our tenant will receive regular updates from the responsible Housing Officer and / or Maintenance Officer. A weekly visit or contact will take place and be recorded

## **4.6 Insurance**

### **4.6.1 Reidvale Housing Association Insurance**

Where the need for repair arises as a result of an insured event, the Association will submit a claim to recover the costs from our insurers. Records, photographs and receipts should be retained to substantiate any claim in events such as:

- Flood
- Fire
- Storm damage

We will claim for lost rental monies, removal costs, accommodation, work costs and any storage costs.

Our insurance provision will not be available to cover loss or damage to our tenant's belongings unless we were responsible for this through inaction or neglect.

### **4.6.2 Tenant Home Contents Insurance**

We promote house content insurance to all of our tenants and factored owners.

We include information on house content insurance in all our new tenant sign-up packs. We also promote house content insurance on our website and in our newsletter.

Where our tenant has existing home contents insurance, we will advise them to contact their insurance provider of any items to be claimed and of any decant arrangement. The insurance provider normally requires such notification if their tenancy address will not be occupied for a period of time.

## **5. PERFORMANCE MONITORING**

- 5.1 As part of our information provided in the Annual Return on the Charter, we will report on the use of decant accommodation, as it requires to be excluded from our reporting on voids, i.e. empty homes.

- 5.2 Any unplanned use of decant accommodation, for instance as a result of emergencies, will be reported to the Management Committee along with anonymised information on the circumstances giving rise to the need for decant accommodation.

## **6. STAFF TRAINING**

- 6.1 Reidvale Housing Association will ensure that all staff receive appropriate training on dealing with decants.

## **7. EQUALITY AND DIVERSITY**

- 7.1 Reidvale Housing Association is an equal opportunities organisation. We are committed to providing an environment of respect, understanding, encouraging diversity and eliminating discrimination. No person or group of persons applying for housing and housing services will be treated less favourably than any other persons or groups of persons because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

## **8. COMPLAINTS**

- 8.1 Although we are committed to providing high levels of service, we accept that there may be occasions where a service user may not be satisfied with the service received from the Association. We value all complaints and use this information to help us improve our service. Any service user, complying with the procedure, but remaining dissatisfied with any aspect of the service they have received have the right to submit a complaint to the Association in accordance with the Complaints Handling Procedure.

## **9. POLICY REVISION**

- 9.1 The Association undertakes to carry out a comprehensive review of all aspects of this policy at least every three years. The review will take account of legislative changes, new policy guidance, best practice advice and the views of service users.

## Appendix 1

### Assistance provided to a tenant making a one way compulsory move to a new tenancy

Schedule of statutory payments

1. **Home Loss Payment** £1,500

2. **Disturbance payments**

At cost to the Association

- furniture removal
- mail redirection (for up to 12 months)
- telephone disconnection and reconnection
- broadband disconnection and reconnection
- gas and electrical disconnection and reconnection
- electrical goods / white goods disconnection and reconnection
- disconnection and reconnection of TV aerial / satellite / cable

3. **Replacement allowances for floor coverings, laminate flooring and curtains and other fitments**

Tenants are encouraged to take out home contents insurance at the start of the tenancy and if this is in place tenants should make a claim through their insurance for damages to furniture, flooring and other personal items.

When a tenant does not have insurance, at the discretion of the Association payments may be made taking into account the condition of floor and window coverings and any changes to room or window sizes or requirement to repair and replace damage caused by moving house.

If the Association is arranging for floor and window coverings we will use our registered contractor / supplier and the tenant will be able to choose from a range of samples.

4. **Ex-gratia payments for tenant's requiring to be decanted for a temporary period of time**

If the reason for the decant is not the fault of the tenant e.g. structural damage, flooding caused by wear and tear, flooding from another property or planned improvement works by the Association the tenant will be entitled to an ex-gratia payment over and above the disturbance payments and possible replacement as noted in points 2 and 3 above.

- Compensation will be paid at a rate of £100 per month up to a maximum value of £500

## Appendix 2

### **Assistance provided in moving to decant accommodation and then returning to the permanent tenancy**

**A: The Association will organise and pay for the following:**

- furniture removal and storage if required
- mail redirection where required – please note access to the property will not be possible during the works as the property will be considered a building site
- telephone disconnections and reconnections
- broadband disconnection and reconnections
- gas and electrical disconnection and reconnection
- electrical goods / white goods disconnection and reconnection
- disconnection and reconnection of TV aerial / satellite / cable
- Lock change will take place as tenant access will not be permitted during the works as the property will be considered a building site
- Security on doors and / or windows if required
- fuel power used by the Association's contractors during the course of works

**B: A decant property will have the following:**

- fitted carpets
- vinyl floor covering in kitchen and bathroom
- cooker (if required)
- curtains and blinds (if required)
- be reasonably decorated
- other essential items as needed, assessed on an individual basis e.g. beds due to flooding damage

## **Appendix 3**

### **Additional Guidance**

#### **1. Guidance for tenant on finding temporary accommodation for Pets**

- 1.1 Tenants will be asked to find pets temporary accommodation with family / friends and only where necessary will we look for emergency accommodation who are pet friendly and are local to Glasgow. Please note any damage caused by your pet will be recharged to you.

#### **2. Meals / Food – when temporary accommodation if not immediately available within the Association housing stock. e.g. booking hotel rooms**

- 2.1 When available at the time of hotel booking meals should be booked for the tenant and household members.
- 2.2 If Meals are not possible at time of booking a £20 per person daily expense will be paid as soon as possible for the tenant and each household member (office hours will apply to arrange a bank transfer to the tenant) tenant bank account and sort code will be needed to make the payments.
- 2.3 If meals are not available as part of the booking and a tenant has mobility or other health issues that prevent / make it extremely difficult for the tenant / household member to leave the emergency accommodation for food / meals and there is a restaurant on site the an additional food allowance may be awarded.

## Appendix 4 – Decant Occupancy Agreement

### OCCUPANCY AGREEMENT

FOR

[insert address of decant property] (“the property”)

BETWEEN

Reidvale Housing Association 13 Whitevale Street, Glasgow G31 1QW (hereinafter referred to as “the Association”)

and

[ Insert name of tenant(s) ] (hereinafter referred to as “the Tenant(s)”) residing at [insert tenancy address ] (hereinafter referred to as “the Tenancy”)

WHEREAS the Association has let to the Tenant(s) the subjects forming the Tenancy under and in terms of a Scottish Secure Tenancy Agreement (“the Tenancy Agreement”) dated [ date tenancy agreement signed ] whereas due to [insert reason for decant, i.e. repair works / maintenance works etc ] which required to be undertaken at the Tenancy the Association and the Tenant(s) and those residing with them at the Tenancy will occupy the property in terms of this License to Occupancy on the following terms and conditions:

1. This Agreement is not a Scottish Secure Tenancy or a Short Scottish Secure Tenancy as defined by the Housing (Scotland) Act 2001. The Association and Tenant(s) in entering in to this Agreement, acknowledge that nothing contained in the Agreement is to be construed as conferring on the tenant(s) the rights of a tenant in relation to the Property.
2. This Agreement allows the Tenant(s), and those residing with them at the Tenancy to live temporarily in the Property from [ insert date of entry to the Property ].
3. The Property is provided only for such a period as the Tenant(s) requires alternative accommodation whilst works are being carried out to the Tenancy which is let to the tenant(s) in terms of the Tenancy Agreement, a copy of which is annexed hereto.
4. The tenant(s) shall remain the Tenant(s) of the Tenancy whilst in occupation of the Property and their obligation, responsibilities and duties in terms of the Tenancy, including but not limited to payment of rent under the Tenancy Agreement, remain during the period of occupation of the Property by the Tenant(s).
5. The Agreement shall be ended either by:
  - a) the Association giving the Tenant(s) notice in writing that the repairs to the Tenancy are complete. The Tenant(s) shall be given three days notice to vacate the property

and return to the Tenancy, leaving the Property in a condition no worse than the condition it was in when they took up occupation on [ insert date of entry to decant property ]; or

- b) the termination of the aforesaid Tenancy Agreement between the Association and the tenant(s).

The parties to the Agreement consent to the registration hereof for preservation and execution. IN WITNESS WHEREOF

**Signed for and on behalf of the Association:**

**Signature**.....

**Print Name** .....

**at**.....**(location)**

**on** .....**(date)**

**In the presence of this witness:**

**Signature** .....

**Print name** .....

**Date** .....

**Signed by the Tenant(s)**

**Signature** ..... **Signature** .....

**Print Name** ..... **Print Name** .....

**at** ..... **at** .....  
**(location)** **(location)**

**Date** ..... **Date** .....

**In the presence of this witness:**

**Signature** .....

**Print name** .....

**Date** .....