

Decant Policy

1. Introduction

South Kesteven District Council, as a landlord, is obliged under the terms of its tenancy agreements to keep the structure and exterior of your home (including communal areas) in good repair.

Improvement works and major repairs will normally be carried out whilst the tenant remains in their home. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk or the works are extensive, when works cannot be carried out with the tenant in the property.

Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works and the tenant will normally be given this option.

2. Purpose of policy

The purpose of this policy is to explain the approach that South Kesteven District Council will take when moving tenants from their property to enable work to be carried out and where it is not safe or possible for the tenant (s) and their household to remain. This process is referred to as decanting and this will be done on either be on a temporary or permanent basis.

Rehousing owner-occupiers will only be considered in very limited and exceptional circumstances where the Council acquires the property using compulsory purchase powers, for example the Acquisition of Land Act 1981 and the Land Compensation Act 1973.

3. Aims of policy

The aims of this policy are:

- To ensure decants operate in a fair, equitable and reasonable manner.
- To deliver simple but effective consultation and feedback with tenants that need to be decanted at the earliest opportunity and throughout the process.
- To enable decants to be carried out with the minimal disturbance to tenants.
- To outline the support, both financial and practical, provided to tenants who are required to decant.
- To minimise rent loss to the Council and to ensure that the best use is made of the Council's resources.

4. Scope of policy

In line with the legislation and existing best practice, assistance and rehousing, where appropriate, will be offered to tenants, their family members, partners, spouses and children.

The Council will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees and other non-secure occupants.

Owner-occupiers and leaseholders may be given assistance to find alternative accommodation in exceptional circumstances and the options available to them will depend on their individual circumstances and the equity available to them.

5. Legal context

The key legislation that relates to decants is as follows:

- Housing Act 1985

If a decant is necessary, the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants when they are substantially affected. Consultation must be at a time when proposals are still at an early stage and the Council will consult with all affected persons.

The Council retains the legal right under Ground 10 or 10a of Schedule 2 of the Housing Act 1985 to commence possession proceedings as a last resort to obtain possession of a property in order to carry out major works or refurbishments. This action will only be taken once all other alternatives have been explored and reasonable offers of rehousing rejected. Possession would only be granted by a Court with the provision of suitable alternative accommodation.

- Housing Act 1988

Schedule 2, Part III of the Housing Act 1988 provides a definition of suitable alternative accommodation. This should provide the tenant with equivalent security of tenure and be similar in regards to rent, size and situation.

- Land Compensation Act 1973

Section 30 of the Land Compensation Act 1973 sets out the provisions for the statutory Home Loss Payments to be made to compensate tenants for having to permanently move out of their home, subject to certain eligibility criteria. This mandatory lump sum payment is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts) England Regulations.

The Land Compensation Act 1973 Act also sets out guidance relating to the payment of Disturbance Allowances aimed at compensating tenants for the actual cost of moving from their home.

- Town and Country Planning Act 1990

If the Council decides to pursue compulsory purchase owner occupied property, then it will comply with current legislation covering the use of Compulsory Purchase Orders under the Town and Country Planning Act 1990 or the Housing Act 1985 (as amended by the Planning and Compulsory Purchase Act 2004).

6. Establishing if a decant is necessary

In respect of all planned decants, the Technical Services surveyor will complete a Decant Form giving details of the works that are required, the reasons why a decant is considered necessary, together with the anticipated timescale for completing the works.

When considering whether a decant is necessary for major planned works, at least one of the following will be applicable:

- One or more of the following cannot be restored at the end of the normal working day – water supply, toilet facilities, electricity
- Works involve use of hazardous substances or those controlled by Control of substances Hazardous to Health (two or more rooms affected)
- Works will involve tenants losing significant proportion of habitable living space and works cannot be sequenced to avoid this
- Work needed means that the property is likely to be insecure during all or part of the works
- Work needed is likely to pose a health and safety risk to the tenants or members of their family
- Tenants or members of their household have medical needs or conditions which suggest that the works could have a detrimental impact on their wellbeing. This should be supported by medical evidence.
- Any request for a decant will need to be authorised by the Repairs Manager before the request is passed to the Tenancy Services Manager for progressing.

7. Types of decant

Decants will generally fall into one of the following categories:

- A. Emergency
- B. Planned (temporary)
- C. Planned (permanent)

A temporary decant is when a resident is moved out to enable work or redevelopment of the property to be carried out with the intention of returning them to it at the earliest opportunity.

A permanent decant is when a resident is moved out of their home and there is no intention to return them to it.

A. Emergency Decant

An emergency decant is usually required when an unexpected event has caused the property to be uninhabitable such as a fire or flood and arrangements need to be made quickly to provide alternative accommodation. In these situations, SKDC will assist the tenant in finding alternative accommodation. This may include but is not limited to:

- Encouraging them to stay with friends or family
- Sourcing Bed and breakfast / hotel type accommodation (board only)
- Sourcing alternative SKDC accommodation
- Sourcing private rental accommodation

In any emergency the priority will be to secure alternative accommodation for the tenant affected. Once this has been resolved, a full assessment of the work required at the property and the future housing requirements of the tenant will be conducted.

Each case will be reviewed on an individual basis, to ensure appropriate steps have been taken to address the tenant's needs and that suitable alternative accommodation has been found. Whilst SKDC will consider factors such as schools, place of employment etc, there cannot be a guarantee that the emergency accommodation provided will meet all requirements. Similarly, SKDC will do as much as possible to meet the needs of disabled tenants and those in need of an adapted home, but compromise may be required on the grounds of urgency.

Rent and service charges on the permanent tenanted home needs to continue to be paid as SKDC is still providing accommodation. If the tenant does not pay the rent and service charges, SKDC may take tenancy action on the grounds of non-payment of rent. Rent will not be due on the decant property whilst there is an intention for the tenant to return to their tenanted home.

Similarly, the tenant will continue to be liable for other charges, such as water, gas, electricity, broadband, etc, at their permanent tenanted home. SKDC will cover reasonable additional costs in the decant property.

In exceptional circumstances, such as when repairs are likely to take a longer time to complete than anticipated and the property is an appropriate accommodation match, consideration may be given to allowing the tenant to remain in the decant property on a permanent basis. This would be a voluntary arrangement, at the request of the tenant and with the approval of the Director of Housing and Projects.

B. Planned (Temporary) Decant

It may be necessary to move tenants temporarily whilst works are being carried out. An example of works include:

- Extensive works to multiple rooms
- Severe flood damage
- Repairs to structurally unsafe property or unable to live in the property safely whilst works are being carried out.

Where planned repair work is required that cannot be carried out with the tenant in situ, but does not require them to leave immediately, temporary alternative accommodation will be arranged prior to the work being undertaken. In determining the type of accommodation to be used, consideration will be given to the likely time to complete the repair, the availability of suitable accommodation and the relative cost of each option.

Consideration will be given to the tenant's needs and factors such as such as schools and places of employment etc. however, SKDC cannot guarantee that the accommodation provided will meet all requirements.

Options that will be considered for temporary accommodation will include:

- Encouraging tenants to stay with friends or family
- Sourcing Bed and breakfast / hotel type accommodation (board only)
- Sourcing alternative SKDC accommodation
- Sourcing private rental accommodation

The move will only last as long as it takes to complete the repair works to bring the property back to a habitable standard.

Where required, SKDC will assist in respect of the relocation, including helping to move essential items and making minor adaptations to make the decant property suitable, such as installing grab rails or a temporary ramp.

Rent and service charges on the permanent tenanted home needs to continue to be paid as SKDC is still providing accommodation. If the tenant does not pay the rent and service charges, SKDC may take tenancy action on the grounds of non-payment of rent. Rent will not be due on the decant property whilst there is an intention for the tenant to return to their permanent home.

Similarly, the tenant will continue to be liable for other charges, such as water, gas, electricity, broadband, etc, at their permanent tenanted home. SKDC will cover reasonable additional costs in the decant property.

In exceptional circumstances, such as when repairs are likely to take a longer time to complete than anticipated and the property is an appropriate accommodation match, consideration may be given to allowing the tenant to remain in the decant property on a permanent basis. This would be a voluntary arrangement, at the request of the tenant and with the approval of the Director of Housing and Projects.

C. Permanent Decant

A permanent decant may be necessary where it is planned to dispose of, demolish, remodel or redevelop the property. In these circumstances, SKDC will carry out consultation and work closely with affected tenants and residents at all stages to support them through the process and help find suitable alternative accommodation.

For these decants, the following principles apply:

- Tenants will be given urgent priority through the lettings process.
- Existing tenants will normally be offered a new tenancy on a like for like basis. If the tenant is under occupying their current home, consideration will be given offering them a property suitable for their needs. SKDC will match tenants to voids that become available and will make up to two offers of suitable alternative accommodation. See section 11 for further information
- If the decant is for the purpose of enabling new housing development on the site, SKDC will discuss with the tenant the option of being rehoused in the new scheme if the planned accommodation is suitable for their needs.

- SKDC will provide a package of support tailored to meet each household's needs.

Where SKDC has already started possession proceedings against a tenant, prior to the decant, legal action to end the tenancy will be considered.

The tenant will be responsible for maintaining rent and service charge payments on their permanent tenanted property until the move is finalised and the tenant formally terminates their tenancy, when they will become responsible for rent and service charge payments on their new home.

Where required, SKDC will assist in respect of the relocation, including helping to move essential items and making minor adaptations to make the decant property suitable, such as installing grab rails or a temporary ramp.

Other costs/assistance are as outlined in the Financial Support section.

8. The Council's responsibilities

If a decant is necessary, the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants when they are substantially affected. For planned decants, consultation must be at a time when proposals are still at an early stage and the Council will consult with all affected persons

Every tenant identified as requiring a decant will be visited by a Housing Officer at the start of the process to discuss:

- What the proposed project is and why it is being undertaken.
- When the work will be done.
- The decant policy and process.
- What choices there are and how these can be made.
- What we will do to help tenants prepare for any work and support whilst this work is being carried out.
- Whether there are any requirements for aids and adaptations to support the move.
- Any specific support that the tenant requires for the move.
- Named contact officer for the duration of the programme.
- Assessment of any support need

A property inspection will also be carried out at this time.

All communication and consultation will be carried out by the Housing Officer who will be the main point of contact for residents

The tenant will be given a copy of the surveyors report, and it will be agreed how often the Housing Officer will be in contact with the tenant or their representative. We will also discuss if the decant is to be on a permanent or temporary basis.

We will discuss the practicalities around moving and be clear on how the council can help with this process, such as the provision of a removal service.

We recognise that certain groups of tenants are likely to need extra support and reassurance including older tenants, lone parents, non English-speaking households and tenants with mental health issues or physical disabilities

We will take into account the extent of the tenant's vulnerability or other exceptional circumstances when we plan the decant process with the tenant. Our aim is to be entirely flexible in managing this process and ensuring all of the tenants needs are met.

Our priority is to keep our tenants safe so therefore during a temporary decant, we may feel it necessary to change the locks on the property. Tenants will be informed of this prior to them vacating. This does not mean that the tenant cannot access their property, just that they will need to arrange access with their housing officer so that they do not risk entering when it is not safe to do so.

We will ensure access for contractors to complete the works whilst the property is empty. Before the tenant returns to their main residence, a thorough inspection and health and safety check will be completed to ensure the property is fit for habitation. Any snagging issues will be communicated to the tenant along with a clear plan of action and timelines for resolution.

9. The tenant's responsibilities

Where a tenant is being decanted permanently, they will be expected to pack up their own belongings unless there is a valid reason they are unable to do so, in which case a packing service will be arranged. Tenants must ensure that they have taken steps to ensure that their fridges and freezers are cleaned, having been emptied and defrosted, if necessary, before the removal company is due to arrive.

If it is a permanent decant, they will be responsible for clearing all of their belongings from the property and for giving vacant possession of that property. Any items left behind will be cleared and there will not be any opportunity to reclaim them, or to claim compensation to the value of them. The cost of clearance and disposal of any such items will also be recharged to the tenant.

If a temporary decant is required, due to the risk of damage to personal effects, it is preferred that all belongings are removed from the property, this will be assessed on a case by case basis and will be dependent upon the works being undertaken.

The tenant is expected to make other members of their household aware of the decant arrangements and to move on the agreed date. In addition, they must make appropriate arrangements for any pets and ensure that they are not abandoned in the property after they have moved out.

If the household has home contents or other insurance, the tenant is advised to notify their insurance company/ies about the change of address.

To support the move, the Housing Officer will visit to help resolve any minor issues which may arise. Contact will also be maintained, at agreed intervals, whilst the tenant lives in the decant property.

10. Suitable Alternative Accommodation

Suitable alternative accommodation refers to accommodation which provides the tenant with equivalent security of tenure and is similar in regard to rent, size, situation etc. as required under Schedule 2, Part III of the Housing Act 1988 and meets the tenants' needs.

Where the tenant is currently under occupying, they will normally be offered a smaller property that meets their current needs. Where a tenant is overcrowded in their current property and requires a temporary decant, only a like for like property will be offered that is not larger than their current home. If the decant is permanent, a housing register application must be completed and a full assessment taken in order to establish the correct bedroom need.

We will also have regard to the tenants' stated preferences in terms of location and proximity to relatives or schools, but alternative accommodation will be deemed as suitable if it is of the appropriate size and the Council considers it a reasonable travel distance to the tenant and occupant's place of work.

Where the tenant has adult children permanently living with them who have expressed a wish to live independently and we are unable to find a large enough property, separate alternative accommodation may be offered to the adult child or children by agreement and subject to availability.

11. Refusal of offers of accommodation

SKDC will use their best endeavours to find alternative accommodation that is suitable for the tenant. In view of the limited number of SKDC properties, it may not be able to find a property that meets all the tenant's requirements.

Tenants have the right to refuse offers of accommodation. However, after two reasonable offers of accommodation have been made, SKDC will make a final offer, and this will be the first available property that meets the household's bedroom and disability needs and is as close to their areas of preference as possible.

Where a tenant refuses to move or has refused the offers of other suitable alternative accommodation and other options are not feasible, SKDC has the legal right to seek possession of the property for decanting purposes.

12. Disturbance costs

Disturbance costs will be considered in line with our Housing Compensation Policy.

To provide further clarity on this, below are examples of costs that will be covered where a tenant is decanted from their property on a permanent or temporary basis include:

Removal and storage costs

The Council will normally arrange the removal or storage with a company directly and will, where required, arrange for boxes to be provided to help with packing. Where the tenant wishes to make these arrangements themselves and a request is made to reimburse costs, the Council will require two quotes to be obtained.

Deposits

We will provide any necessary deposit if required for any temporary accommodation we have agreed to until permanent accommodation is available. However, the occupier will incur the cost if the deposit is not returned in full due to a fault of the occupier. This will be deducted from any other compensation payments due to the tenant.

Disconnection and reconnection of washing machines and other plumbing

Where applicable we will arrange for the disconnection and reconnection cost of a washing machine and other plumbing e.g. dishwasher.

Telephone, Satellite/Cable TV and internet connections

We will reimburse any costs for reconnections at the decant property.

Disconnection and reconnection of cooker

Where required, we will arrange for this to be done by our contractors or we will cover the cost of disconnection and reconnection work carried out by a registered Gas Safe fitter.

Where the decant is from a property with a gas supply to a property with an electric-only supply or vice versa, the Council will provide a new cooker up to an agreed maximum value.

Redirection of mail

If the tenant arranges re-direction of mail, we will reimburse the cost for all household members for up to 6 months.

New school uniforms

Where decanting results in the need for a child to change schools, we will assist with the cost of one new uniform per child where the school requires a uniform to be worn. We will require confirmation from the school on the uniform requirements.

Replacement of security locks and alarms:

We will remove and refit security locks and alarms or reimburse any costs incurred if the tenant has to employ a contractor. Installations must be by an approved locksmith and compliant with current building regulations.

Rehoming for pets:

In the event of a tenant being unable to take a pet to their new home due to restrictions placed on the property, we will reimburse reasonable rehoming costs. Only households that have requested permission to keep a pet as per the Council's tenancy agreement and are keeping the pet in line with the tenant obligations will be eligible.

Adaptations within the home:

We will cover the cost of the removal and refitting of adaptations approved by an Occupational Therapist (OT) and undertaken by an approved contractor.

Carpets and floor coverings:

Where possible, households are expected to reuse the floor covering in their homes. We will arrange for the uplift and refitting of carpets, underlay and/or laminate flooring. If this is not possible or partially not possible, the Council will arrange for a replacement floor covering to be fitted in the decant property.

Curtains and window covering:

Households are expected to re-use their current window covering and make any alterations to the length and width. We will arrange for curtain rails to be removed, altered and refitted. Where this is not possible, we will cover reasonable costs of replacement window coverings, up to a maximum value per window.

Light fittings:

Existing light fittings will be transferred and refitted. Where additional fittings are required in the new home we will only cover the cost of basic lampshades.

Compensation for Improvements:

Any improvements the tenant has made to the property, such as a new bathroom, will be compensated for if the tenant had received our prior written permission and the improvement will not be able to remain in situ for a temporary decant. This will be in line with the Right to Compensation for Tenants Improvements scheme and criteria.

Decorating costs:

Where there is evidence of disrepair e.g. damp, filling holes or covering uneven surfaces we will redecorate the affected area. If we are not able to redecorate we will cover any reasonable costs to do the work.

Loss of wages:

We will reimburse the tenant for loss of wages or income where time off is unavoidable due to displacement. We will require written confirmation from the tenant's employer/and or proof of any loss of wages/income where the tenant is self-employed.

Home contents insurance:

We will consider meeting any reasonable additional home insurance costs that the tenant is subject to and is associated with a decant.

The above list is not exhaustive and other items will be considered on their individual merits. Payment will not be made where items are covered by a tenant's own home contents insurance.

However, the Council may not make discretionary payments where the need for a 'decant' has arisen due to wilful or negligent actions of the tenant or a member of their household e.g. where they have caused a fire.

Home Loss Payments

Where the Council requires a tenant to move permanently due to demolition, improvement (which includes alteration or enlargement) or redevelopment (which includes a change of use), they may be entitled to claim a statutory Home Loss Payment, to compensate them for the personal upset and distress of losing their home. Home Loss Payments are not available for temporary decants.

Section 30 of the Land Compensation Act 1973 sets out the provisions for the statutory Home Loss Payments to be made to compensate tenants for having to permanently move out of their home, subject to certain eligibility criteria. This mandatory lump sum payment is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts)

England Regulations ([The Home Loss Payments \(Prescribed Amounts\) \(England\) Regulations 2023](#))

To qualify for the Home Loss Payment the recipient must:

- be the tenant (but see below regarding spouses and civil partners);
- have occupied the property as their sole or main home for a minimum of 12 months at the date of displacement (irrespective of whether they were the tenant throughout e.g. where they are a successor); and
- be moving as a result of the proposed works.

A spouse or civil partner of a tenant may claim Home Loss Payment if it can be shown that there is a matrimonial home right. The spouse/civil partner who remains in occupation is treated as occupying by virtue of his or her spouse's interest under the tenancy. A spouse who has moved out of the property will not be able to claim as he or she will not be able to satisfy the occupation condition.

Tenants who have not occupied their property for 12 months will not be eligible for a Home Loss Payment.

Tenants who have been given formal notice of the need to be permanently decanted and take their own steps to find new accommodation, rather than waiting for the formal decant offer, will remain eligible for a Home Loss Payment. This includes those who transfer or move into the market rented, shared ownership or private sale sectors.

More than one person cannot be entitled to a Home Loss Payment. In these circumstances the payment is shared equally between those entitled, meaning that there will only be one Home Loss Payment per household.

If a household has to move to temporary accommodation before moving into new permanent accommodation, the household will still receive one Home Loss Payment unless all the conditions for the payment are again met.

Where a tenant is decanted temporarily but requests to remain permanently in the decant property, they are not entitled to the statutory Home Loss Payment, although disturbance costs will have been met as part of the decant process.

If tenants are evicted prior to being decanted, they will not receive a Home Loss Payment.

13. Support for tenants

As well as financial support, practical assistance will also be offered to tenants required to decant and this will include the following:

- General advice regarding the Council's services, including housing allocations and benefits
- General advice and assistance on how to move home;
- Assistance to view the property offered to them;
- Clearance of unwanted items;

- Additional support for vulnerable residents.

The above list is not exhaustive and during each decant there will be the flexibility to decide what practical support is offered to affected residents.

Not all circumstances can easily be covered in this policy and discretion will be applied in making any further offers of accommodation or assistance where exceptional circumstances warrant it.

14. Rent and Rent Arrears

While the tenant is decanted, they will pay the rent due for their permanent home. If the tenant receives benefits, this will be paid at their permanent home.

If a temporary decant occurs at the time of an annual rent review, the rent on the permanent home will still be reviewed and changed and the relevant rent change notices served.

Unless the decant is needed for health and safety reasons or a prolonged delay might result in a deterioration to the condition of the property, the tenant will be expected to clear any rent arrears on their rent account prior to being decanted.

If the decant cannot be delayed for health and safety reasons, an arrangement will be made for the tenant to repay the arrears as part of the decant process. If there is already a repayment arrangement in place, this will continue.

For permanent decants, the tenant will continue to pay rent until their tenancy ends at their permanent home.

15. Council Tax

Tenants are to continue to pay the council tax for their permanent home. Tenants are not liable for council tax in their temporary home.

16. Utilities and bills

Tenants will be expected to continue to pay all utilities and bills for their permanent home. Tenants not liable for any bills in their temporary decant accommodation.

17. Security of tenure

The tenant will retain security of tenure on their permanent home. In respect of the temporary decant property, the tenant may be asked to sign an agreement regarding their stay and will be afforded most of the same rights as they hold in their permanent home.

18. Returning once works are completed

When the Council makes the original home available on completion of the work, if the resident at that time wish to remain in the alternative accommodation and this of a suitable size this may be agreed. In other circumstances, the Council will take legal action to enforce a return to the original accommodation. This action will be taken under Ground 8 of Schedule 2 of the 1985 Housing Act which states that:

“The Dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he occupied as his only or principle home and –

- a) The tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home,*
- b) The tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the work, the other dwelling-house was again available for occupation by him under a secure tenancy: and*
- c) The works have been completed and the other dwelling-house is so available.*

19. Customer satisfaction

We will measure the satisfaction of tenants that have been decanted to ensure that improvements can be made to the way we manage the processes.

For tenants’ who have been decanted, satisfaction will be measured at the start of the decant process (after the initial officer’s visit) as well as after the works have been completed.

20. Complaints

Any customer who is aggrieved by any of the aspects covered by the policy (decision to decant / decision to agree / not agree to not go back / decision on the amount of payment) can request that the decision is reviewed by registering a formal complaint with the Council. This will be investigated with in accordance with the procedure and timescales set out in the Housing Customer Feedback Policy.

21. Equality and Diversity

This policy aims to show that all tenants’ and owners’ differing needs and preferences are taken into account. Central to this is the personal visit to carry out a needs assessment at the beginning of the process, which allows the Council to:-

- Identify those who may need more support
- Ensure tenants are kept informed in the way most appropriate to them.
- Make suitable rehousing offers, with full consideration made of adaptations required.

Where it is necessary to decant a resident, we will consider the needs of each individual and household – having particular regard to their protected characteristics – and where required, a Support Plan will be agreed for the decant process. This will include details of any additional assistance that the Council has agreed to provide.

If a disabled or vulnerable tenant is unable to move to temporary decant accommodation because we have been unable to find accommodation that meets their ability or other needs, we will work with them to assist them to vacate the rooms we need to work in while they remain in the property.

Where tenants with high care needs outside of that which the Council can provide and who require supported accommodation have to be decanted, the housing team will liaise with the commissioning body and the support provider to identify suitable alternative accommodation.

22. Measuring performance

Performance in relation to the implementation of this policy will be monitored through the following performance indicators:

- Number of customers decanted
- Customer satisfaction with decants
- Total spend on decants, broken down by disturbance payments and Home Loss Payments.
- Number of complaints received and upheld or partially upheld complaints

23. Review of this policy

The policy will be reviewed every three years in consultation with tenant representatives, staff and other stakeholders unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier.