



New Gorbals Housing Association Limited:

Tenant allowance and compensation policy

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Produced by:

Kirsty Fotheringham
Head of Housing Services
New Gorbals Housing Association

This document can be produced in different formats, for example, in larger print or audio-format, and in other languages, as appropriate.

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Note: The Association is mainly referred to as “we” in this policy. Our tenant allowance and compensation policy is also referred to simply as “the policy.”

Section 1: Context

Tenant allowance and compensation policy

This policy describes New Gorbals Housing Association's approach to awarding our tenants an allowance or compensation in the form of money, a gift or a service. In all cases tenants will still be liable for rent on their tenancy.

In situations where there are arrears or other debts owed to us the allowance will be credited directly to our tenants account.

Our policy sets out the principles through which we will meet our commitments to managing our tenant allowance and compensation awards and is supported with an internal operational procedure.

Our policy covers homemaker allowances, compensation for improvements, right to repair compensation and discretionary awards in six sections as follows:

- Section 4: Homemaker allowance.
- Section 5: Disturbance allowances to tenants following capital work improvements and planned maintenance.
- Section 6: The Right to Compensation for Improvements under the Housing (Scotland) Act 2001 – applicable when a tenancy comes to an end.
- Section 7: The right to repair under the Housing (Scotland) Act 2001
- Section 8: Discretionary awards to tenants in exceptional circumstances.
- Section 9: Home loss and disturbance payments under the Land Compensation (Scotland) Act 1973.

We are committed to ensuring equal opportunities and fair treatment for all people in our service provision and work in the community. This policy will not discriminate against any person on the grounds of age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

Summary

Our policy, with related procedures, is an operational policy that is used to help us to deal with certain circumstances where an allowance or compensation is paid to our tenants.

Section 2: Law and guidance

Our approach to dealing with compensation for improvements is determined by our statutory and contractual obligations.

The Housing (Scotland) Act 2001 is the main Act that sets out the main requirements of our policy. The specific parts of this legislation that are relevant to our policy are:

- Section 30: Right to compensation for improvements
- Section 27: Repairs, along with Schedule 4

Other regulations relevant to this policy include,

- The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 - Scottish Statutory Instrument 2002 No. 312.
- The Land Compensation (Scotland) Act, 1973 - Home Loss and Disturbance Payments to tenants and owners displaced due to demolition or other redevelopment proposals affecting their home.

There is no specific legislation or statutory obligations that relates to the payment of allowances.

The Scottish Social Housing Charter identifies only one key performance indicators in relation to the payment of allowances on which we can measure our performance:

- Value for money – tenants receive services that provide value for the rent and other charges they pay.

Section 3: Policy objectives

Our policy objectives on the payment of tenant allowances and compensation is to set levels of payment.

Our objectives are to:

- In exceptional circumstances, support our new tenants by providing a homemaker allowance when our property is in poor decorative condition.
- Follow good practice by paying disturbance allowances to our tenants to assist them in meeting the costs arising from damage to their homes where major internal works are carried out through our investment and planned maintenance programme.
- Achieve value for money from our improvement programme by compensating tenants for improvements that they have carried out where these meet our standard and condition of improvements.
- Comply with the statutory scheme for compensation for improvements at the end of a tenancy.
- Comply with the right to repair scheme.
- Comply with our statutory obligations to pay Home loss and disturbance payments to tenants and owners displaced due to demolition or other redevelopment proposals affecting their home.
- Operate in accordance with the law, regulatory guidance and good practice.

Our policy does not deal with compensation claims for personal injury. These are covered through our insurance policy cover.

Section 4: Homemaker allowance for empty properties

In the majority of cases, properties will be re-let in their existing condition. Homemaker allowances will only be awarded in exceptional circumstances at the discretion of our Property Management Officer and Housing Officers and confirmed by an Area Housing Manager.

An allowance will be awarded in the following exceptional circumstances:

- Our property is difficult to let (that is, normally after 3 offers refused) and the condition of some elements within the property is poor.
- Our property has been left in poor decorative order and this is affecting the letting process such that an allowance would avoid a refusal.
- Our property has been under major repair or severely damaged and decoration has not been carried out whilst under repair.
- Our property has had enhanced improvement works carried out during the empty homes period and decoration has not been carried out as part of the modernisation.

The level of allowance will be calculated on a room by room basis and in exceptional circumstances a full house allowance may be awarded. Appendix 1 details the level of payments awarded for a new tenant moving in to one of our properties.

Payment will be made by cheque after our new tenant signs our tenancy agreement. Our homemaker allowance for new tenants will be reviewed at the policy review date.

Section 5: Disturbance allowances to tenants following capital work improvements and planned maintenance.

Our objective during any major capital works and planned maintenance is to minimise the disruption to our tenants as we upgrade homes. However, we recognise that in some cases this may not be possible and there may be damage to internal decoration and disruption when major internal works are carried out. We will carry out a pre-assessment of the works involved in each project and identify whether or not a payment of a disturbance allowance is required. We will always deduct any money our tenant owes us from the disturbance allowance.

Where a disturbance allowance is identified as being appropriate the level of the approved payment will either be for a full house or on a room-by-room basis depending upon the scale of the planned works. Appendix 2 details the level of disturbance payments awarded for approved projects.

Where capital investment works and planned maintenance result in the enlargement and remodelling of room(s), our tenants may also be eligible for an additional one off discretionary payment to assist with the costs of floor covering. Appendix 2 confirms the amount payable.

Our disturbance allowance to tenants following capital improvement works and planned maintenance will be reviewed at the policy review date.

Section 6: The right to compensation for improvements under the Housing (Scotland) Act 2001

Under section 30 of the Housing (Scotland) Act 2001 New Gorbals Housing Association tenants may be able to receive compensation for improvements they have made to their property on or after 30 September 2002.

For our tenants to qualify for this compensation, the following three conditions must be met:

- The improvement must have been carried out after September 2002.
- We have approved the improvement.
- The tenancy must have ended and the property is not being sold under right to buy or being repossessed by us.

Under this scheme our tenants will only receive compensation if we have agreed to the improvements.

Our tenants will only get compensation for improvements for installing, replacing or fitting works set out in the schedule in the Scottish Secure tenants (Compensation for Improvements) Regulations 2002 (the Regulations). A copy of the regulations is provided in Appendix 3.

The improvements regarded as “qualifying improvement works” and the notional life (in years) of each type of “qualifying improvement work” is listed in Appendix 4. To qualify for the right to compensation the notional life must not have expired when the claim for compensation is made by our tenant.

Compensation is calculated using the formula included in the Regulations. The formula uses the value of the improvement and its “notional life” to work out the compensation due. Our tenants can receive up to £4,000 for each improvement but will not receive any compensation if the amount of compensation would be less than £100.

It should be noted that costs related to our tenants’ decorating their home does not qualify for compensation.

Our tenants must make a claim within the period starting 28 days before and ending 21 days after their tenancy comes to an end. Our tenants must contain sufficient information to enable us to calculate the amount of compensation, including information on:

- What improvements have been made
- How much each improvement cost and the date the improvements were started and finished.

We may reduce the level of compensation if we believe the cost of the improvement was too high or if the quality was higher than we would have fitted.

We will adjust compensation up or down if, on inspection, the condition of the improvement is found to be better or worse than might normally have been expected.

We will deduct any money our tenant owes us from the compensation award.

If our tenant has made alterations or improvements without obtaining permission, we will charge our tenant for any work necessary at the end of the tenancy to return the house to its previous condition. This is in accordance with the provisions of Section 5.21 of the tenancy agreement.

Section 7: The right to repair under the Housing (Scotland) Act 2001

The Right to Repair scheme covers certain repairs up to the value of £350 and compensation may be paid if the qualifying repairs are not completed within set timescales.

Appendix 4 lists those repairs that qualify under the right to repair scheme and the maximum number of days to carry out the work

When our tenant reports a repair we will tell them in writing if it is a qualifying repair.

We will always give our tenant details for at least two of our contractors. If the first contractor, who we instruct, does not attend to the repair within the expected timescale, then our tenant has the right to arrange for the second contractor to carry out the work instead. A timescale will be agreed and it must be equal to or less than, the original timescale given. (See Appendix 5 for more details)

This type of repair gives our tenant the right to choose one of our contractors to do the work and the cost of which will be covered by us.

We will compensate our tenant for the inconvenience if a repair is not completed within the second agreed timescale as stated below:

- A 'one off' compensation payment of £15, plus £3 for each working day the repair remains outstanding, up to a maximum of £100.

Compensation will not be paid if:

- Our tenant has failed to give access to us for the work to be inspected or carried out.
- Our agreed contractors have had to order spare parts and our tenant has been kept informed
- A variation to the original works order is necessary, which changes the repair priority.

Compensation will be paid, by us, direct to our tenant, subject to the criteria being met. We will then claim from the contractor for the value of compensation paid.

We will deduct any money our tenant owes us from the compensation award.

Section 8: Discretionary awards to tenants and factored owners in exceptional circumstances

We will consider paying discretionary or goodwill awards in exceptional circumstances where there has been a disturbance to our tenant or a factored owner either through work in their home we have carried out or a failure in service delivery.

Discretionary or goodwill awards may be awarded and examples are given below of some of the possible circumstances :

- Following any planned maintenance work carried out by us and the decoration or flooring has been extensively damaged.
- Following any responsive repair work carried out by us where the decoration has been extensively damaged and our tenants household insurance does not cover the damage.
- When dehumidifiers are required in a tenants' home.
- When we have failed to provide service.

Our managers have discretion to increase the payment amount depending on the individual circumstances up to the sum of £100. We will deduct any money our tenant or factored owner owes us from the discretionary award. Appendix 6 provides details of the monetary awards.

Section 9: Home loss and disturbance payments under the Land Compensation (Scotland) Act 1973.

Under the Land Compensation (Scotland) Act 1973, Home Loss and Disturbance Payments will be paid to tenants and owners displaced due to demolition or other redevelopment proposals affecting their home.

We will pay Home loss and disturbance payments only when an “active clearance” designation has been approved by our Management Committee that affects our tenants and homeowners. In exceptional circumstances, payments may be made where a tenant is forced to leave the property shortly before an active clearance is declared (e.g. tenant fleeing domestic abuse or discriminatory harassment).

To qualify for home loss compensation our tenants and homeowners must:

- Have lived in the house for which they are claiming compensation for one year as a tenant or homeowner
- We may make a discretionary payment for a tenancy of less than one year where it may serve our interests.
- Our tenant or homeowner must be in occupation of the house in question on the date of the qualifying action.
- The removal of our tenant and homeowner from the house must be permanent and as a direct result of our proposals.
- Application for the payment must be made within five years of actually moving out of the house as verified by us.

Home loss payments

For our tenants there is a flat rate home loss payment of £1,500 for each tenanted household. Therefore, if two or more persons are entitled to home loss payment in respect of one property, the payment of £1,500 will be divided equally between them.

An owner-occupier who qualifies for a home loss payment is entitled to 10% of the market value of their interest in the property, with a minimum payment of £1,500 and a maximum payment of £15,000.

In the event that our tenant or homeowner who is entitled to the home loss payment dies before making a claim, any member of the household who is aged 18 or over may claim provided that the same residency criteria as the deceased is satisfied and is also a beneficiary in the estate of the deceased.

Disturbance payments

Subject to qualifying conditions similar to home loss, disturbance payments are payable to both tenants and homeowners.

Unlike Home Loss Payments, there is no statutory provision as to the amount of the payment. Section 35 of the Land Compensation (Scotland) Act 1973 merely refers to “reasonable expenses...” with the Lands Tribunal being given the task of determining any disputes.

We will pay £1,250 to compensate our tenants and homeowners for any reasonable expenses incurred in moving from a house due to demolition or other redevelopment proposals affecting their home. Any tenants or homeowners who dispute this amount will need to provide receipts to demonstrate their ‘reasonable’ expenses.

There may be circumstances where our tenants are moved on a temporary or interim basis, for example:

- Interim move where our tenant in a clearance area is awaiting new build
- Interim move to facilitate the demolition of a particular block as part of a process to clear and demolish an area whilst our tenant awaits permanent rehousing
- A temporary move (decant) due to remedial work being carried out in the property permanently rehoused to.

Disturbance and Home Loss Payments will normally only be paid once. This means that if our tenant receives a payment when they leave the first property, they are not entitled to another payment

when they move on to other accommodation or return to the original property.

However, where the tenant has been moved to temporary, interim or decant accommodation and has occupied the property for three years or more, such tenants shall qualify for a further disturbance and home loss payment.

Deductions for money owed

We will deduct any money that our tenants and factored homeowners owe us for outstanding debts such as factoring arrears, rent arrears, court expenses, charged repairs and lock up arrears. When there are sums outstanding, our tenant or homeowner should be asked to sign a waiver permitting us to deduct outstanding debts from the home loss payment.

- If our tenant refuses, our tenant is still entitled to the home loss payment and we will pursue the debt separately.
- If homeowners owe us any monies, it can be made a condition of the contract of sale that the outstanding debts will be deducted from the price paid for the house.

Although rent arrears cannot be deducted from disturbance payments, we encourage tenants to make an arrangement to clear all their debt with us prior to moving to their new home. If the debt is not cleared in full before being re-housed, an arrangement will be agreed and the debt will be monitored until it is cleared. We do retain the right to deduct any outstanding sums due that were ordered and paid by us on behalf of our tenant in connection with the house removal and disconnection and reconnection of appliances.

In cases of financial hardship, Area Housing Managers do have discretion to review cases individually and reduce any deductions from the payment if this will assist the tenant to move. In such cases, a payment plan must be agreed to clear the total outstanding debt.

Section 10: Consultation

What we consult about?

Housing law sets out what we are to consult about; this is supported in practice by consultation requirements within the Scottish Social Housing Charter.

Our Communication Strategy and Tenant Participation Policy describes the wide range of methods that we use to consult with our tenants and other service users. Examples include consultation in writing, meetings, open days, focus groups and engagement with our tenants' panel.

Our strategy is based, not only on the law, but also good practice guidance. This means that we encourage consultation from a wide range of groups; and take account of equality issues to support consultation.

For our tenant allowance and compensation service, we will:

- Gather feedback from our tenants about their satisfaction with the house at the start of their tenancy, and through subsequent settling in visits.
- Gather feedback from our tenants about their satisfaction after major works in their home.
- Gather feedback from our tenants about their satisfaction after repairs and major improvement works in their home.
- Monitor comments and complaints from our tenants, and use these to improve our service delivery.

We will also involve our tenants in reviews about wider policy issues by using a range of consultation methods that include scrutiny panels, tenants' panel, tenant and resident groups, focus groups, surveys and feedback.

Summary

We promote consultation with our employees, our tenants and other service users. We do this through a wide range of methods, including consultation in writing, meetings, forums and working groups.

Section 11: Complaint handling procedure

We use a Complaints Handling Procedure that was developed for housing associations throughout Scotland. This complaint system was developed by the Scottish Public Services Ombudsman.

In line with housing law, we provide all of our tenants with detailed information about our Complaints Handling Procedure when they become our tenants. We also advise all service users about their right to complain.

A complaint is defined as being:

“An expression of dissatisfaction by one or more members of the public about the housing association’s action or lack of action, or about the standard of service provided by or on behalf of the housing association.”

Section 12: Performance monitoring

We will monitor our performance on dealing with tenants’ allowances and compensation awards. We will provide regular reports to the relevant sub-committees for housing services, maintenance and development on our performance, targets and service.

We will also conduct a self-assessment of the number and reason why allowances are awarded and, where appropriate identify areas for improving our service.

Section 13: Tenant allowance and compensation policy review

We review our organisational policies every five years, or earlier if required. For example, we may review sooner to reflect changes in law or guidance changes occur. We may also decide to make changes requested by our tenants.

Appendix 1: Homemaker allowances

Area	Walls	Ceilings	Total
1 Apartment	-	-	£250
2 Apartment	-	-	£300
3 Apartment	-	-	£350
4 Apartment	-	-	£400
5 Apartment	-	-	£450
Living Room	£80	£26	£106
Kitchen	£65	£23	£88
Bathroom	£65	£23	£88
Bedroom	£57	£19	£76
Hall	£58	£23	£81
Hall/Staircase	£133	£39	£172
Additional Hall	£58	£23	£81
Dining Room	£57	£19	£76
Additional WC	£33	£13	£46

Appendix 2: Disturbance allowances to tenants following capital work improvements and planned maintenance

Area	Walls	Ceilings	Total
1/2 Apartment *	-	-	£329
2 Apartment	-	-	£499
3 Apartment	-	-	£585
4 Apartment	-	-	£773
5 Apartment	-	-	
Living Room	£90	£30	£120
Kitchen	£74	£27	£101
Bathroom	£74	£27	£101
Bedroom	£64	£21	£85
Hall	£66	£27	£93
Hall/Staircase	£151	£44	£195
Additional Hall	£66	£27	£93
Dining Room	£64	£21	£85
Additional WC	£37	£15	£52
Floor covering	-	-	£50

*Eglington Court and Riverside cabin flats

Appendix 3: Scottish Statutory Instrument 2002 No. 312

The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002

Made 26th June 2002

Laid before the Scottish Parliament 27th June 2002

Coming into force 30th September 2002

The Scottish Ministers, in exercise of the powers conferred by sections 30 and 109(2) of the Housing (Scotland) Act 2001[1] and of all other powers enabling them in that behalf, hereby make the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 and shall come into force on 30th September 2002.

Interpretation

2. In these Regulations-

“the Act” means the Housing (Scotland) Act 2001;

“notional life” in relation to qualifying improvement work effected by the installation or replacement of an item specified in column 1 of the Schedule is the period of years specified opposite that item in column 2 of the Schedule;

“the 1987 Act” means the Housing (Scotland) Act 1987[2];

“qualifying person” means a person who is a qualifying person in terms of section 30 of the Act who makes a claim in respect of qualifying improvement work; and

“landlord” means the landlord of a house subject to a Scottish secure tenancy who receives a claim for compensation for qualifying improvement work.

Qualifying improvement work

3. Improvement work is prescribed qualifying improvement work for the purposes of section 30(1) of the Act if it consists of the installation or replacement of an item specified in column 1 of the Schedule.

Circumstances where compensation is not payable in respect of qualifying improvement work

4. Compensation shall not be payable-

(a) where the compensation which would otherwise be payable is less than £100 being the prescribed amount for the purposes of section 30(4)(c) of the Act; or

(b) where the tenancy ends in one or more of the following prescribed circumstances for the purposes of section 30(4)(a) of the Act:-

(i) an order for recovery of possession was made on any of the grounds specified in Part I of Schedule 2 to the Act;

(ii) the house was disposed of under section 14 of the 1987 Act;

(iii) the house was disposed of under section 65 of the 2001 Act;

(iv) the right to buy under Part II of the 1987 Act has been exercised; or

(v) the qualifying person has been granted a new tenancy, whether alone or jointly, of the same, or substantially the same, house by the same landlord.

Amount of compensation

5. (1) Subject to paragraphs (2) to (4), the amount of compensation payable for qualifying improvement work shall be calculated in accordance with the formula

$$C \times \frac{(1-Y)}{N}$$

which is the prescribed method of calculation for the purpose of section 30(5)(a)(ii) of the Act where-

C = the cost of the improvement work from which shall be deducted the amount of any grant made-

- (i) under Part XIII of the 1987 Act; and
- (ii) under the Home Energy Efficiency Scheme Regulations 1997[3];

N = the notional life of the improvement effected by the work; and
Y = the number of years starting on the date on which the improvement was completed and ending on the date on which the tenancy ends and for the purposes of this paragraph part of a year shall be counted as a year.

(2) Where-

- (a) the cost of the improvement work was excessive;
- (b) the improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life for that improvement; or
- (c) the improvement effected by the work is of a higher quality than it would have been had the landlord effected it,

the landlord may deduct from the amount of compensation calculated in accordance with paragraph (1) such sum as is reasonable in order to take into account that subparagraph (a), (b) or (c) applies.

(3) Where the improvement effected by the work has deteriorated at a rate lower than that provided for in the notional life for that improvement the landlord may add to the amount of compensation calculated in accordance with paragraph (1) such sum as is reasonable in order to take into account that the improvement has so deteriorated notwithstanding that otherwise the amount of compensation calculated in accordance with paragraph (1) would be nil.

(4) Compensation shall not be payable to the extent that the amount of compensation would exceed £4,000 per improvement.

Claims for compensation

6. (1) Claims for compensation shall contain sufficient information to enable the landlord to calculate the amount of compensation payable and shall be made in writing within the period starting 28 days before and ending 21 days after, the tenancy comes to an end.

(2) The landlord shall respond to the claim within 28 days of the date of the claim.

Set off

7. The landlord may set off against any compensation payable under these Regulations any sum owed to it by the qualifying person.

Disputes

8. (1) Where a qualifying person is aggrieved by any decision of a landlord concerning any question arising under these Regulations that person may within 28 days of receiving notification of that decision require it to be reviewed or reconsidered as the case may be.

(2) Where a review or reconsideration is required under paragraph (1) the decision-

(a) shall be reviewed by a valuer or surveyor, who took no part in making the decision, appointed for the purpose by the landlord;

(b) shall be reviewed by any of the landlord's members, committee members or board members as the case may be who took no part in making the decision; or

(c) shall be reconsidered by all the landlord's members, committee members or board members, and the qualifying person may make written representations to and, accompanied by any representative of that person's choice, oral representations before, the person or persons undertaking the review or reconsideration.

(3) The qualifying person or the landlord may appeal to the sheriff against any decision taken on a review or reconsideration.

MARGARET CURRAN

A member of the Scottish Executive
St Andrew's House, Edinburgh

26th June 2002

SCHEDULE

Regulations 2 and 3

QUALIFYING IMPROVEMENT WORK AND NOTIONAL LIFE

Item	Notional life in years
1. Bath or shower	12
2. Cavity wall insulation	20
3. Sound insulation	20
4. Double glazing or other external window replacement or secondary glazing	20
5. Draught proofing of external doors or windows	8
6. Insulation of pipes, water tank or cylinder	10
7. Installation of mechanical ventilation in bathrooms and kitchens	7
8. Kitchen sink	10
9. Loft insulation	20
10. Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20
11. Security measures other than burglar alarm systems	15
12. Space or water heating	12
13. Storage cupboards in bathroom or kitchen	10
14. Thermostatic radiator valves	7
15. Wash hand basin	12
16. Watercloset	12
17. Work surfaces for food preparation	10

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations introduce provisions for compensation for qualifying improvement work payable at the termination of a Scottish secure tenancy.

Regulation 3 prescribes qualifying improvement work with reference to the Schedule which details improvements that are to be regarded as qualifying improvements and the notional life of those improvements.

Regulation 4 prescribes the lower limit for compensation and specifies circumstances where no compensation is payable.

Regulation 5 provides a formula for calculating compensation and specifies the upper limit for compensation.

Regulation 6 sets out the procedure to be followed in relation to compensation claims.

Regulation 7 provides that a landlord can set off against compensation sums due to it by a qualifying person.

Regulation 8 sets out the procedures for review of decisions and allows a right of appeal to the sheriff.

These Regulations only apply in relation to improvement work begun after the Regulations come into effect.

Appendix 4: Qualifying repairs and timescale

Type of Repair	Maximum No. of Working Days to Carry Out Repair
Blocked flue to open fire or boiler.	1
Blocked or leaking foul drains, soil stacks or toilet pans (where there is no other toilet in the house).	1
Blocked sink, bath or drain.	1
Loss or partial loss of electric power or gas supply.	1
Insecure external windows, doors, or locks.	1
Unsafe access to a path or step.	1
Significant leaking or flooding from water or heating pipe, tank or cistern.	1
Loss or partial loss of space or water heating (where there is no alternative).	1
Toilet not flushing where there is no other toilet in the house.	1
Unsafe power of lighting socket, or electrical fitting.	1
Loss or partial loss of water supply.	1 (full loss) 3 (partial loss).
Loose or detached bannister or hand rail.	3
Unsafe timber flooring or stair tread.	3
Mechanical extractor fan in a room with no external windows or doors.	7

Appendix 5: Dealing with qualifying repairs under the right to repair scheme

If our tenant reports an emergency or urgent qualifying repair, we will:

1. Inform our tenant if we need to inspect to see if it qualifies
2. Inform our tenant if it qualifies, and if so:
 - (a) make arrangements with our tenant for access.
 - (b) inform our tenant of the maximum period for completion and the last day.
 - (c) inform our tenant of the name, address and telephone number of the primary contractor and at least one other of our listed contractors.
 - (d) advise our tenant to give us reasonable opportunity for access for inspection (if we need to) and for the work.
 - (e) advise our tenant that the maximum period may be suspended during exceptional circumstances beyond the control of us or our listed contractor.

(f) advise our tenants of their rights

- We will pay the repair cost to the contractor up to a maximum of £350. Our tenant will pay the remainder.
- If the primary contractor has not started work by the last day, our tenant may instruct another listed contractor (unless this would break a relevant guarantee that we hold). A second maximum period starts on the working day after the tenant instructs the new contractor.
- If the primary contractor has not completed the work by the last day of the first period, we will pay compensation to our tenant for any period after the second maximum period.
- we will tell our tenant of any suspension of the period.
- we will tell our tenants annually in writing of the above rights with a list of willing contractors.

We will:

- Keep a list of willing contractors
- For any qualifying contractor, issue a works order to the primary contractor with details of the repair, access arrangements, the maximum period and the last day
- When we hear from a second contractor, supply a copy of the works order.
- Inform the second contractor of the maximum period applied to the work.
- Inform our tenants in writing annually of these rights with a list of willing contractors

Appendix 6: Discretionary and goodwill payments

	Circumstance	Payment
1.	Damage to decoration or flooring after responsive repair or planned work	£50
3.	Temporary dehumidifiers	£5 one off payment, then £5 weekly
4.	Failure in service	£50

Managers have the discretion to increase the payment amount to £100. Any higher amount requires approval from Head of Housing Services or Depute Director