

Customer Allowances Policy

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CORPORATE FIT	
Corporate Strategy	✓
Risk Register	✓
Business Plan	✓
Regulatory Standards	✓
Equalities Strategy	✓
Legislation	✓

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1. Introduction and Objectives

1.1 The Customer Allowances Policy aims to ensure that the Association provides an effective housing operations service that complies with its landlord obligations in respect of paying customer allowances.

1.2 The objectives and outcomes of this Policy are to:

- establish a framework for paying allowances to customers that is equitable, consistent and transparent.
- ensure that allowances are paid to tenants following home loss and improvement contracts or major works, where necessary and appropriate.
- ensure that allowances are paid to customers, where appropriate, in ad hoc circumstances which are deemed to merit payment of an allowance.
- ensure tenants aware of when allowances are payable and the scale of the allowances.
- ensure that tenants are given the correct advice regarding the payment of allowances, where appropriate.
- ensure that allowances are budgeted for, where appropriate,
- ensure that staff and Board members are aware of the issues involved in payment of customers allowances; and
- minimise disturbance and upheaval to tenants and thereby minimising the payment of customer allowances.
- ensure that all properties are maintained in line with the SHQS and that all void properties comply with the Minimum Lettable Standard; and

1.3 Compliance with Regulatory Standards

1.3.1 In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator has identified a number of key indicators relevant to customer allowances by which it will measure landlord performance, including the following:

- Quality of housing – tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) and the Energy Efficiency Standard for Social Housing (ESSH) and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
- Repairs, maintenance and improvements – tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choice about when work is done.
- Value for money – tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

1.4 Informing and Involving Stakeholders

1.4.1 We will promote our Customer Allowances Policy through our website and tenancy handbook. Where we plan to make significant changes to the policy, we will consult tenants through our Customer Panel in line with our Customer Engagement Strategy.

1.5 Corporate Fit, Legislation and Best Practice

1.5.1 This Policy seeks to comply with all relevant legislation and associated regulations, including:

- The Housing (Scotland) Act 1987, 2001 and 2010; 2014 and

- The Scottish Social Housing Charter.
- 1.5.2 Common law, statute and the contractual obligations within our tenancy agreement set out our responsibilities as landlord and those of our tenants.
- 1.5.3 Our Customer Allowances Policy is consistent with our:
- CVHA Tenancy Agreement;
 - Corporate Strategy;
 - Business Plan;
 - Decant Policy;
 - Arrears Policy;
 - Rechargeable Repairs Policy;
 - Housing Allocation Policies;
 - Asset Management Strategy;
 - Risk Management Strategy;
 - Standing Orders and Delegated Authority Policy and
 - Void Management Procedures;
 - Alterations and Improvements Policy;
- 1.6 Equalities
- 1.6.1 Our Customer Allowances Policy complies with CVHA's Equality Policy to ensure equality of treatment for all tenants without discrimination or prejudice. At all times CVHA will therefore consider all tenants, regardless of sex, faith or religion, race, ethnic origin, sexual orientation, mental or physical health, disability or marital status.
- 1.7 Confidentiality
- 1.7.1 CVHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence under the Data Protection Law and in line with CVHA's Openness and Confidentiality Statement.
- 1.8 Business Plan and Risk Management
- 1.8.1 The Customer Allowances Policy provides a framework for making payments to customers where it is deemed necessary to make a contribution towards the cost of redecoration or disturbance following major and minor improvement contracts, while ensuring that at all times CVHA remains a financially viable and sustainable organisation. CVHA aims to minimise risk by ensuring that customer allowances are paid out where necessary in accordance with the policy in a consistent, equitable and transparent manner.
- 2. Responsibility**
- 2.1 Staff
- 2.1.1 The Customer Services Director has responsibility for overseeing the implementation of the Customer Allowances Policy and the Customer Services Manager/Asset Manager are responsible for key aspects of the day to day service delivery with delegation of specific tasks to appropriate staff.
- 2.2 Tenant Responsibilities

- 2.2.1 Under the terms of the Scottish Secure Tenancy Agreement it is the tenant's responsibility to keep the property in a reasonable state of cleanliness and to undertake interior decoration. This responsibility applies from the point of accepting an offer of a let to such time as the tenancy is ended.
- 2.2.2 Prior to a tenancy being ended the Association will carry out a full inspection of the property to assess whether the general condition of the house meets the Association's lettable standard.
- 2.2.3 This inspection will include the internal decoration. The tenant will be advised in writing of any damage that requires to be repaired or any aspect of the decoration that must be addressed prior to the end of their tenancy.
- 2.2.4 If the tenant fails to comply with the terms of the notice the Association may carry out the work required and recharge the costs incurred in accordance with the Association's Rechargeable Repairs Policy.
- 2.3 The Association's Responsibilities
 - 2.3.1 The Association believes that it has a duty to ensure that a house is let to a tenant in good order and in a clean and tidy condition. This includes the condition of the internal décor of the property.
 - 2.3.2 Within the tenancy agreement the Association states that if we cause damage to the tenants home in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate for loss.
 - 2.3.4 The Association will ensure that all of its rented properties are covered by a fully comprehensive Buildings Insurance Policy against fire, flood, storm damage, etc. This policy does not cover internal decoration which should be covered by the tenant's own Home Contents Insurance. Tenants are encouraged to ensure they maintain Home Contents Insurance for the duration of their tenancy.
- 2.4 Contractor Responsibilities
 - 2.4.1 Where a contractor carrying out work on the Association's behalf damages the internal decoration as a result of negligence or poor workmanship, they will be held responsible for any reinstatement works required.
 - 2.4.2 Tenants wishing to make a claim against a contractor in connection with this type of damage will be required to submit their claim in writing, initially to the Association within 28 days of occurrence.
 - 2.4.3 The Association will pass the claim to the contractor and liaise with the parties to help resolve the matter satisfactorily. It must be noted that responsibility for assessing and settling all such claims will rest with the contractor. It is not intended that contractors will be held liable for damage to decoration that is an inevitable result of the repair and the Association would generally meet any associated costs

3. Compensation Allowances

- 3.1 The following are situations where compensation allowance will be due to customers.
- 3.2 Improvement Works - Damage to Tenant's Decoration

- 3.2.1 To minimise the loss to tenants, we will inform them in writing of any proposed improvements works due for their property. This notification shall take place once the planned maintenance programme for each year has been approved.
- 3.2.2 In the correspondence tenants will be advised not to undertake any internal decoration or install any new floor coverings until such times as the improvement works have been completed.
- 3.2.3 The contractor will undertake the works in such a manner to avoid damage to the property. Making good will be complete prior to the works being signed off by the Association. Making good works include items such as plaster repairs, tiling repairs, etc.
- 3.2.4 On completion of improvement works it is likely that customers decoration will have been disturbed, as a result compensation shall be made available to the tenant in one of two forms. A Dulux Refresh Paint Pack, or where requested a local DIY retail voucher to the equivalent value of the Paint pack. Details of the Dulux Paint Packs and DIY retail vouchers are outlined below:

Dulux Refresh Paint Packs

The following paint packs shall be offered where a decoration allowance is being provided in accordance with the conditions set out within this policy. The paint packs provide is set as part of the Dulux Refresh Scheme, no changes to the pack contents can be made following a customer's request.

Dulux / Armstead Paint Pack		
Pack	Description	Cost inc VAT
PACK A	Bedsit	£98.08
PACK B	1 Bedroom Flat	£107.46
PACK C	2 Bedroom Flat	£113.57
PACK D	3 Bedroom House	£141.18
PACK E	Room Only	£56.05
PACK F	Kitchen Only	£63.08
PACK G	Bathroom Only	£63.08
PACK H	Room Only (excludes accessory pack)	£38.63
PACK I	2 Rooms excluding kitchen and bathroom including accessories	£70.76
PACK J	2 Rooms excluding kitchen and bathroom excluding accessories	£53.34
PACK K	4 Bedroom House	£183.32
PACK L	2 Bedroom House	£122.95
PACK M	1 Bedroom House	£113.57
PACK N	3 Bedroom Flat	£138.44
PACK O	Accessories Only	£23.12

Where the Association has issued a Dulux Refresh Paint Pack this shall be valid for 2 months from the date of issue. Once the expiry date has lapsed no replacement or alternative shall be provided to the customer.

DIY Retail Voucher

Vouchers for use in local DIY retailers shall be offered where a Dulux Paint Pack is not considered suitable i.e., where customers homes are predominantly decorated with wallpaper finishes. DIY retail vouchers should be to the same value of the equivalent Paint Pack including VAT. Local DIY retail vouchers are available from.

B&Q Contact: Paul Docherty Tel: 01964537035
 Wilko Contact: Linda Colclough Tel: 01909505739

Once the expiry date has lapsed no replacement or alternative shall be provided to the customer. Retailers correct as of August 2017.

3.2.5 It should be noted that any pack/voucher awarded will be offered as a contribution towards the costs of re-instating decorating and as such may not cover the full costs.

3.2.6 It should be recognised that the range of improvement works carried out by the Association results in varying levels of damage to our properties. As a result, we have classed improvement works and the corresponding compensation awards based on the following scale:

High Levels of Damage

Works	Compensation
Full house/flat re-wire;	Dulux Paint pack corresponding to property size, i.e., 2-bedroom house
Partial house/flat re-wire;	Generally, a partial rewire excludes kitchens and bathrooms due to extensive tiling work, as a result where a partial re-wire is undertaken, Dulux Paint Pack I shall be issued.
Full Heating System Replacement (radiators in new locations)	Dulux Paint Pack corresponding to property size, i.e., 2-bedroom house

Medium Levels of Damage

Works	Compensation
Kitchen replacement including localised electrical works;	Dulux Paint Pack F - Kitchen
Bathroom replacement including localised electrical works;	Dulux Paint Pack G - Bathroom
Full Heating System Replacement (radiators in existing locations)	Dulux Paint Pack F - Kitchen

Low Levels of Damage

Works	Compensation
Boiler Replacement	None
Window Replacement	None
Door Replacement	None
Window and Door Replacement	None

3.2.7 Where multiple works are being undertaken at the same time or in conjunction with each other, the compensation payment shall be adjusted accordingly.

3.2.8 This adjustment shall be based on the principal that the works which have the highest level of damage based on the above tables will take precedent, and the corresponding pack/voucher shall be issued.

3.2.9 Also, where the works have an equal damage level categorisation, only one pack will be issued. An example of the above situations would be:

- Full heating system replacement (radiators in existing locations) followed by kitchen replacement, as both of the works sit within the medium level table, only one Kitchen Paint Pack would be issued to the customer.
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- Re-wire followed by boiler upgrade, as the re-wire sits within the highest level of damage table, only the re-wire pack would be issued.

3.2.10 Void works - where the Association undertakes improvement works while a property is void, no compensation shall be due to the new tenant under the improvement section of this policy.

3.3 Improvement Works - Damage to Customer's Floor Coverings

3.3.1 Each contractor shall be required to identify during march-in surveys the floor coverings which are affected by the works, this information is to be recorded within their survey record.

3.3.2 During the post inspection, the Technical Inspector shall assess the level of floor covering damage and calculate the compensation due for issue.

3.3.3 The Association shall provide the following compensation in relation to floor coverings:

Carpets	The Association shall arrange within their contracts for carpets to be lifted (where possible) and re-fitted by the contractor's carpet fitter. No compensation payment shall be made in respect of carpets.
Laminate or Ceramic Tile Floor Coverings	As detailed within the Association's Tenancy Agreement (Sections 5.24 and 5.25), Tenants are required to apply for written permission in accordance with the Association's Alterations and Improvement Policy for the installation of laminate or ceramic tile floor coverings. Where permission has been granted the tenant is responsible for uplifting said floor covering to allow works to be carried out. Tenants are required to lift the areas indicated by the Association or our contractor prior to the date on which the works shall commence.
Glued Laminate	Where written permission has been provided for glued laminate, which cannot be re-laid then the Association shall make a compensation payment based on the following, if the tenant has no house insurance: £200 for a full living room £100 for all other rooms, up to a maximum of £500
Click/ Interlocking Laminate	Where written permission has been provided for click/interlocking laminate flooring, no compensation shall be issued where this type of laminate has been installed as it can be re-laid following the Association's works.

	Where written permission has not been provided, or where permission has been declined and the tenant has proceeded regardless, no compensation shall be issued.
Ceramic Tile Flooring	<p>Tenants are required to lift the areas indicated by the Association or our contractor prior to the date on which the works shall commence.</p> <p>Where written permission has been providing for ceramic tile flooring then the Association shall make a compensation payment based on the following, if the tenant has no house insurance</p> <p>£200 for a full living room £100 for all other rooms, up to a maximum of £500</p> <p>Where written permission has not been provided, or where permission has been declined and the Tenant has proceeded regardless, no compensation shall be issued.</p>
Vinyl/Linoleum Flooring	<p>Tenants are required to lift the areas indicated by the Association or our contractor prior to the date on which the works shall commence.</p> <p>Generally, these types of flooring are not fixed in place and can be relayed on completion, where this occurs no compensation shall be issued. If this type of flooring is glued into position and cannot be relayed after the works, then the rate for laminate flooring shall apply.</p>
Solid Wood Flooring	<p>Tenants are required to lift the areas indicated by the Association or our contractor prior to the date on which the works shall commence.</p> <p>Generally, these types of flooring can be relayed on completion, where this occurs no compensation shall be issued. If this type of flooring is permanently fixed into position and cannot be relayed after the works, then the rate for laminate flooring shall apply.</p>

3.3.4 The following process will be followed on completion of any works:

1. Contractor advises works complete.
2. Technical Inspector arranges to undertake post inspection.
3. During post inspection tenant advised of decoration pack/voucher and assessment made of any flooring compensation.
4. Technical Inspector raises relevant pack/voucher/compensation.
5. Technical inspector shall arrange to deliver pack/voucher/compensation to the tenant, at which point the tenant requires to sign a receipt for the items, the tenant.

3.3.5 The Association shall generally issue the pack/voucher/compensation within 2 weeks of the date of post inspection. Where a tenant fails to provide access for either the post inspection or the delivery of pack/voucher/compensation, then the Association shall pursue access for 4 weeks from the date of post inspection, thereafter, no further attempts for access shall be made and the pack/voucher/compensation shall no longer be available.

3.4 Significant Unforeseen Repairs

3.4.1 In very rare occasions the Association identifies significant repairs works required in properties, which are not as a result of tenant impact or investment or general repair works.

3.4.2 Where works fall into this category, then the Association shall arrange as part of the remedial work to provide a basic re-decoration of the affected areas. This would include:

- Emulsion to walls and ceilings.
- Satinwood to skirting, facings, other suitable timber components.

Or, where a customer wishes to complete the decoration after the works, the Association shall issue a Dulux Refresh Paint Pack based on the size of the property, or where requested a Dulux Refresh voucher to the equivalent value.

3.4.3 Floor coverings shall be treated in accordance with the provisions set out within the Improvements Work section of this document.

3.4.4 Where there has been substantial damage to the dwelling through flood or water, and a de- humidifier is required in order to help dry out the affected area, the Association will provide an allowance of £5 per week to cover the running costs of the appliance.

3.5 At Tenancy Start

3.5.1 All properties that become vacant will be inspected by the Technical Inspector before relet. As part of the pre-termination inspection, an assessment of the condition of the internal decoration of the house will be made on a room-by-room basis. Where the decoration of a room is deemed to be clean, intact and in reasonable condition, no decoration allowance will be offered to the incoming tenant, regardless of whether or not the décor is to the taste of the new tenant.

3.5.2 There may be occasions where it is accepted that the internal decoration of a room or rooms of an empty house is so poor as to adversely affect the Association's ability to re-let the property. Where the previous tenant has failed to reinstate décor or is not available to undertake required works (i.e., has absconded from the house, has died or gone into residential care) the Association may offer a decoration allowance to the incoming tenants.

3.5.3 A decoration allowance for an incoming tenant will only be considered in limited circumstances, such as wallpaper badly damaged, woodwork badly discoloured, decoration generally very grubby and/or discoloured, wall coverings very badly stained, or redecoration required to remove severe odour. This list is not exhaustive, nor should it be taken that an allowance will automatically be awarded if one or more of the above scenarios exists. Each case will be individually considered.

3.5.4 The level of compensation awarded will be assessed by the Technical Inspector/ Repairs Manager. It should be noted that any allowance awarded will be offered as a contribution towards the costs of redecoration and is unlikely to cover the full costs incurred and will be based on condition of property and in line with Dulux Paint Packs.

3.6 Mutual Exchanges

3.6.1 No decoration allowance or compensation will be paid to either parties in a mutual exchange.

3.7 Decant Payments

3.7.1 In the event that a tenant is decanted from their property due to circumstances out with their control then the following allowances will be paid:

Subsistence Allowance	Subsistence allowance of £16 per day for an adult and £8 per day for a child can be paid when a customer has been decanted to a hotel where no facilities exist to prepare meals.
Disturbance Allowance	One off disturbance allowance of £150 will be paid following major works, when a tenant has been decanted.
Home Loss Payment	Home Loss Payment of £1500 is payable following the loss of a tenant's home, where there is an element of compulsion and permanent displacement (e.g., demolition). The level of home loss payments are set by statute and as such may be revised periodically A disturbance payment of £450 is also made to tenants following demolition to cover removal and subsidiary costs.
Removal to and from Decant Accommodation	CVHA will pay the costs of removal to and from the decant accommodation. The costs will also be paid on return to the original property if the decant is temporary.
Disconnecting and Reconnecting of Washing Machine	CVHA will pay the costs of disconnecting/reconnecting of cooker and washing machine. The costs will also be paid on return to the original property if the decant is temporary.
Disconnecting and Reconnecting of Telephone	Where the customer does not have access to a mobile phone but has a home landline the Association will pay for disconnection / reconnection at the decant accommodation where the decant is for more than 4 weeks. The costs will be paid on return to the original property.
Storage	Where the customers own home requires to be free of furniture and household goods CVHA will arrange for removal to storage and pay storage costs of items not being moved to decant accommodation
Adaptations	Clyde Valley Housing will seek to keep to a minimum the cost of providing adaptations in a decant property which may include moving existing adaptations from the original property. The advice of an Occupational Therapist will be sought before an adaptation is installed
Floor Coverings	Where the lifting and removal of floor coverings are required, these shall be treated in accordance with section 3.3
Redirection of Mail	CVHA will pay for the redirection of mail if the decant is for a period of over one week where the customer is returning to their original home.

Gas and Electricity	<p>Where the decant property has pre-payment meters, CVHA will ensure that there is a minimum amount of credit in these. Thereafter it will be the responsibility of the customer to top up this amount as required.</p> <p>Where the decant property does not have a card meter CVHA will arrange to have the accounts set up in the Tenants name for the period of the decant</p> <p>CVHA will record meter readings at the original home and at the decant accommodation. The customer will be advised to contact the appropriate utility companies and any power consumed by CVHA or its contractor will be reimbursed at the appropriate rate, as noted on the customer's bill.</p>
Cooking Facilities	Where the decant house does not have a gas supply suitable for connecting to a cooker and the decanted customer has a gas cooker CVHA will provide an electric cooker.
TV Installations – Satellite and Cable	CVHA will not reimburse customers for the disconnection and reconnection of Satellite / Cable TV and / or Broadband internet connections.
Security to Main Home	CVHA shall arrange and pay for security shutters to be fitted to doors and windows, if required, for the duration of the decant period.

4 Offsetting customer allowances

- 4.1 An allowance may be applied to the tenant's account where arrears or other debt outstanding, for example a rechargeable repair (as defined in the Rechargeable Repairs Policy). However, the Customer Services Manager can exercise discretion to avoid hardship. Tenants must be informed, and agreement reached, when it is intended to offset an allowance against an arrear and/or a rechargeable repair.
- 4.2 It is recognised that rent arrears should be the priority however it will be the Tenancy Sustainment Officer's responsibility to check if there are any outstanding rechargeable repairs and to apply any remaining allowance to that debt.