

## Customer Allowances Policy

**Policy Number: HMO5**

|                          |                             |     |    |
|--------------------------|-----------------------------|-----|----|
| <b>Prepared By</b>       | Customer Services           |     |    |
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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 customers 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 customers are aware of when allowances are payable and the scale of the allowances.
- ensure that customers 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
- minimise disturbance and upheaval to customers 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

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 - customers' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) and the Energy Efficiency Standard for Social Housing (EESH) and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
- Scottish secure customers and short Scottish secure customers have the right to have small urgent repairs carried out by their landlord within a given timescale, under the Right to Repair scheme.

1.4 Informing Customers

1.4.1 We will promote this policy through our website for both our customers and applicants. We are able to provide applicants with copies of this policy and any other associated documents on request, including in other formats and languages.

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 2001 and 2010; 2014 and all subsequent amendments. The Scottish Social Housing Charter.

1.5.2 The Scottish Secure Tenancy outlines our responsibilities as landlord and those of our customers.

1.5.3 Our Customer Allowances Policy is consistent with our:

- Decant Policy.
- Arrears Policy.
- Rechargeable Repairs Policy.
- Asset Management Strategy.
- Standing Orders and Delegated Authority Policy.
- Void Management Procedures.

## 1.6 Equality, Diversity and Inclusion

At Clyde Valley we value people and their diversity and strive to be inclusive. We respect others, regardless of personal differences and we listen to people to understand their needs and tailor our service accordingly. We will strive to promote equal access to our service for all members of the community and provide fair and equal treatment, promoting human rights in line with our Equality, Diversity and Inclusion Strategy and Policy.

## 1.7 Confidentiality

1.7.1 CVHA recognises that confidentiality is important to customers and will treat their tenancy information in the strictest confidence in line with all applicable Data Protection Legislation

## 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 and Repairs and Maintenance Manager are responsible for key aspects of the day-to-day service delivery with delegation of specific tasks to appropriate staff.

### 2.2 Contractor Responsibilities

2.2.1 Contractors are expected to take care when working on behalf of CVHA. Sometimes, damage may occur through poor workmanship or for other reasons. The Association will liaise with the contractor to assess responsibility for the damage and come to a satisfactory conclusion. Contractors will be expected to cover or contribute to the payments to customers where they are deemed to be responsible for the damage.

### 3. Compensation Allowances

#### 3.1 Right to Repair

3.1.1 The Right to Repair scheme applies to all tenants of local authorities, housing associations (including customers who are members of fully mutual co-operative housing associations), and water and sewerage authorities.

3.1.2 The scheme covers certain repairs up to the value of £350. These repairs are known as 'qualifying' repairs.

3.1.3 Full details of the operation of the scheme, the qualifying repairs and the timescales for completion are managed by the Scottish Government here.

3.1.4 CVHA will pay an inconvenience fee and daily compensation commensurate with this guidance up to a maximum of £100.

3.1.5 If the contractor cannot get into a customer's home at the time agreed with their landlord, their right to repair will be cancelled. The customer will then have to re-apply and start the process again.

#### 3.2 Improvement Works - Damage to Customer's Decoration

3.2.1 To minimise the loss to customers, we will inform them in writing of any proposed improvements due to their property. This notification shall take place once the planned maintenance programme for each year has been approved.

3.2.2 In the correspondence, customers will be advised not to undertake internal decoration or install new floor coverings until the improvement works are completed.

3.2.3 The contractor will aim to minimise damage to the property whilst undertaking work. 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 High Levels of Damage

| <b>Works</b>   | <b>Compensation</b>                                       |
|--|---|
| Full house/flat re-wire;                                     | Redecoration (painting only) to affected areas, in white. |
| Full Heating System Replacement (radiators in new locations) | Redecoration (painting only) to affected areas, in white. |

#### 3.2.5 Medium Levels of Damage

| <b>Works</b>   | <b>Compensation</b>   |
|--|---|
| Kitchen replacement including localised electrical works;  | Redecoration as part of the works (painting only) in white. |
| Bathroom replacement including localised electrical works; | Redecoration as part of the works (painting only) in white. |

| <b>Works</b>  | <b>Compensation</b>                                       |
|---|---|
| Full Heating System Replacement (radiators in existing locations) | Redecoration (painting only) to affected areas, in white. |

### 3.2.6 Low Levels of Damage

| <b>Works</b>                | <b>Compensation</b> |
|-----------------------------|---------------------|
| 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, CVHA will use discretion to ensure customers are not unduly affected. Where possible, these improvement works will take place during a void period to minimise impacts on our residents.

3.2.8 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.

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

### 3.3 Improvement Works - Damage to Customer's Floor Coverings

3.3.1 Prior to work commencing, our contractor shall be required to identify 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. In line with the Scottish Secure Tenancy agreement, the customer has responsibility for laying floor coverings. Permission must be sought for any floor covering except carpet and vinyl.

3.3.4 If we require the floor coverings to be lifted to carry out works, it is the customer's responsibility to lift the flooring and relay it, unless otherwise agreed with our contractor. There may be instances where it is not possible to relay the flooring. Where permission has been provided, compensation may be provided as detailed below.

3.3.5 Any damage to flooring not directly within the control of CVHA should be referred to the customer's contents insurer.

3.3.6 Compensation payments will be at the discretion of the relevant departmental manager. The maximum permitted compensation will be limited to £500.00.

### 3.4 Allowances at Tenancy Start

- 3.4.1 All properties that become vacant will be inspected by the Technical Inspector before relet. As part of the void inspection, an assessment of the condition of the house's internal decoration will be made. Where the decoration of a room meets our minimum let standard for decoration, no decoration allowance will be offered.
- 3.4.2 There may be occasions where it is accepted that the internal decoration of a property may adversely affect the Association's ability to re-let. The Association may offer a discretionary decoration allowance in these circumstances.
- 3.4.3 The level of decoration allowance awarded will be assessed by the Void Technical Inspector in agreement with the Housing Officer who will administer the vouchers. Any allowance awarded will be offered as a contribution towards the costs of redecoration and may not cover the full costs incurred. The decision will be based upon the condition of property and in line with the Dulux Paint Packs noted below.

| <b>Dulux Paint Packs</b> |  |
|--------------------------|--|
| <b>Pack</b>              | <b>Description (includes accessories unless noted otherwise)</b> |
| PACK A                   | Bedsit   |
| PACK B                   | 1 Bedroom Flat   |
| PACK C                   | 2 Bedroom Flat   |
| PACK D                   | 3 Bedroom House  |
| PACK E                   | Room Only  |
| PACK F                   | Kitchen Only   |
| PACK G                   | Bathroom Only  |
| PACK H                   | Room Only (excludes accessory pack)                              |
| PACK I                   | 2 Rooms excluding kitchen and bathroom                           |
| PACK J                   | 2 Rooms excluding kitchen and bathroom excluding accessories     |
| PACK K                   | 4 Bedroom House  |
| PACK L                   | 2 Bedroom House  |
| PACK M                   | 1 Bedroom House  |
| PACK N                   | 3 Bedroom Flat   |
| PACK O                   | Accessories Only   |

### 3.5 Mutual Exchanges

- 3.5.1 No decoration allowance or compensation will be paid to either party in a mutual exchange.

### 3.6 Decant Payments

- 3.6.1 Should we require to decant our customers 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                                | A discretionary one-off disturbance allowance of £150 will be paid following major works, when a customer has been decanted.  |
| Home Loss Payment                                    | Home Loss Payment of £1500 is payable following the loss of a customer's home, where there is an element of compulsion and permanent displacement (e.g., demolition).<br><br>The level of home loss payments is set by statute and as such may be revised periodically.   |
| 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 White Goods        | 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 Telecommunications | Where the customer has a home landline or Wi-Fi, 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                                      | CVHA will provide floor coverings in the decant accommodation. Where the lifting and removal of floor coverings are required, we will lift them and put them in storage for the customer 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                                  | 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.<br><br>Where the decant property does not have a card meter CVHA will arrange to have the accounts set up in the Customers name for the period of the decant<br><br>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. |
| 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.  |
| 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 customer's account where arrears or other debt outstanding, for example a rechargeable repair (as defined in the Rechargeable Repairs Policy). However, the relevant manager can exercise discretion to avoid hardship. Customers 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 Housing Officer's responsibility to check if there are any outstanding rechargeable repairs and to apply any remaining allowance to that debt.

## Policy Change History

| Version No: | Substantive Change   | Author of Change                 | Approval | Date     | Website |
|-------------|--|----------------------------------|----------|----------|---------|
| 1.0         | New front cover & policy change history applied  | Anne Cavinue                     |          | 30/05/23 | Y       |
| 2.0         | Minor amendments to the Policy are: <ul style="list-style-type: none"> <li>• Updating statements on Equality, Diversity and Inclusion, GDPR and informing customers.</li> <li>• Updating the policies that the Customer Allowances are consistent with.</li> <li>• Removal of the information on Rechargeable Repairs as this is not relevant to customer allowances</li> <li>• Updated Right to Repair guidance.</li> <li>• Updated planned works allowances</li> <li>• Updated information on Paint Pack provision at for new tenants</li> <li>• Minor changes to the Decant Allowances</li> </ul> | Caroline Hotchkiss/Graham Collie | Board    | 26/08/24 | Y       |
|             |  |                                  |          |          |         |