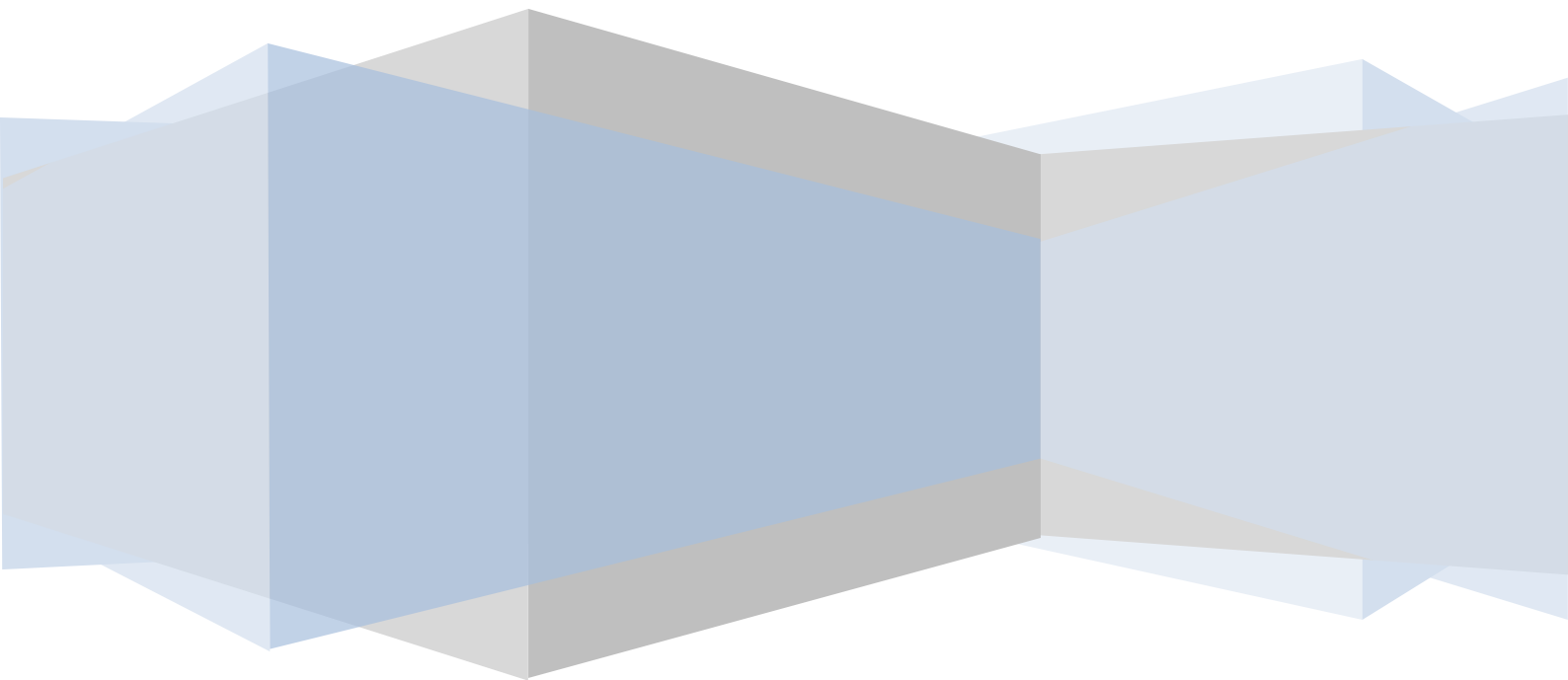




TENANTS RIGHT TO COMPENSATION POLICY

October 2020



All Policies are available on tape, in braille and in translation into most languages. Please ask a member of staff if you would like this policy in a different format

Date of Policy Review: October 2020
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<p>SCOTTISH HOUSING REGULATOR STANDARDS AND CHARTER OUTCOMES</p>	<p>STANDARD 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users</p> <p>CHARTER 1 EQUALITIES: Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services</p> <p>CHARTER 2 COMMUNICATION: Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides</p> <p>CHARTER 5 REPAIRS MAINTENANCE AND IMPROVEMENTS: Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done</p>
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1.0 INTRODUCTION

- 1.1 Under the Housing (Scotland) Act 2001 and the amendments to this Act by the Housing (Scotland) Act 2014, Scottish secure tenants and short Scottish secure tenants may be able to receive compensation from their landlord for improvement which they have made to their home on or after 30 September 2002.

If we have delayed or failed to carry out certain types of repair, you may have the right under the Scottish Secure Tenants (Right to Repair) Regulations 2002 (“the Repair Regulations”) and any amendments by the Housing (Scotland) Act 2014, to have the work carried out by a contractor approved by us. This right will be explained to you if you report a repair that qualifies under the Repair Regulations. You may also be entitled to compensation.

If we have failed to carry out repairs that we should under this agreement, you have the right to carry out repairs yourself and deduct the reasonable cost of doing so from your rent, however you may only do so if:

- You have notified us in writing about the need for the repairs; AND
- We have not done those repairs in a reasonable period; AND
- You have made a formal complaint under our complaint’s procedure; AND
- You have finished the complaints procedure and you are still dissatisfied OR 3 months have passed since you made the formal complaint under the complaint’s procedure

You are strongly advised to take legal advice before exercising your right under the above paragraph. Your home is at risk if you wrongly exercise this right. All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

- 1.2 For you to qualify for this compensation:

- Your landlord must have approved the improvement and;
- Your tenancy must have ended

You can apply for compensation when you know your tenancy is coming to an end. We recommend you let your landlord know about this as early as possible. You can also apply if your tenancy comes to an end because your house or flat is being transferred to a new landlord.

If you were a tenant and carried out improvements to your home before 30 September 2002 you will continue to have rights to compensation under the old scheme.

2.0 WHO QUALIFIES FOR COMPENSATION?

- 2.1 If you are a Scottish secure tenant or short Scottish secure tenant you may be able to get compensation for any approved improvements to your house or flat.

A successor tenant or spouse will inherit qualifying improvement. The successor tenant will only be eligible for compensation when the successor's tenancy is terminated;

You will not receive compensation if you buy your house or flat under the Right to Buy scheme. You will not receive compensation if your home is being repossessed by the landlord, or if you are being given a new tenancy for your existing home with the same landlord.

- 2.2 A transfer of tenancy either between spouses or from parent to family member does not necessarily constitute an end of tenancy i.e. in the case of assignation of tenancy. Compensation should not generally be paid where the tenancy transfers to another member of the tenant's household. However, in cases where a tenant terminates his/her tenancy and a new missive is signed by a spouse or family member, compensation can be made.
- 2.3 In the event of a mutual exchange, if the outgoing tenant has undertaken an improvement, which would qualify for compensation and both tenants, sign a new missive, then compensation can be made for the former tenant's improvement.
- 2.4 Any tenant who abandons her/his tenancy will not be eligible for compensation.

3.0 PERMISSION TO MAKE IMPROVEMENTS

- 3.1 Written permission must be granted before any improvements are made.

Submissions regarding the proposed improvement should be made to the Association prior to commencing any work. Permission will not be unreasonably withheld, however, there will be criteria which must be met in making any improvements: Improvements made without the Association's consent do not qualify for compensation. However, the Association's permission will not be unreasonably withheld and will normally be granted subject to the following conditions:

- The housing association requires to be satisfied that any proposed improvement will meet relevant standards in respect of materials, safety, and workmanship. Manufacturers' recommendations for installation and maintenance must be adhered to and work must be undertaken by recognised contractors, e.g. Gas Safe Registered for gas installations;

- The work must be carried out by competent contractors
- The work must be inspected by our Maintenance Officer upon completion
- Receipts for the improvement must be kept in order to make a claim at a later date
- An unreasonable level of subsequent maintenance must not be incurred;
- The complete improvement work must not detract from the future letting of the property. The cost of any upgrading required to enable the housing association to relet the property should be deducted from the amount of compensation payable to the tenant.
- Work carried out must accord with the work for which consent was given.

3.2 For all approved improvements the tenant must have obtained the necessary building warrants and planning consents. The work carried out must comply with the terms of these Approvals.

3.3 Only certain improvements will be subject to this compensation policy.

These include:

- Installation of bath or shower
- Cavity wall insulation
- Sound insulation
- Double glazing, replacing external windows or fitting secondary glazing
- Draught proofing external doors or windows
- Pipes water tanks or cylinders
- Kitchen units and sink
- Loft insulation
- Additional electrical wiring i.e. adding a new circuit or electrical fixtures including smoke alarms
- Space or water heating
- Thermostatic radiator valves
- A wash hand basin
- A toilet
- Mechanical ventilation in bathrooms or kitchens

Decorating the inside of your home does not qualify for compensation.

4.0 CLAIMING COMPENSATION

4.1 Claims for compensation must be made in writing to the Association within the period starting 28 days before the end of your tenancy. You should provide name and address; details of the improvement made; the date the improvement was carried out and the costs of same. All costs should be backed up by receipts for the work.

- 4.2 Any grant that was received will be deducted from the original cost of the improvements.
- 4.3 Prior to final payment being made a check will be made against the rent account and any arrears owing will be deducted from the compensation payment.
- 4.4 Compensation is only payable, where appropriate, in respect of work called “qualifying improvements”. The list of these improvements is detailed at 3.3.
- 4.5 The house improvements will become the property of the Association when the tenant leaves.
- 4.6 Compensation will be calculated on the improvement costs depreciate over the improvement's notional life as defined below. The sum deducted from the costs will be for completed years of the notional life; part of years will be disregarded. The formula for calculating compensation will be as follows:

$$C \times (1 - y/n)$$

Where

c = cost of improvement work from which should be deducted the cost of any improvement grants received by the tenant;

n = notional life of the improvement;

y = number of complete years or part of a year starting on the date on which the improvement was completed and ending on the date the tenancy ends.

Example

tenant installs loft insulation 10 years ago;
cost of improvement work was £800;
notional life of improvement work is 20 years.

Calculation

$$\begin{aligned} &c \times (1 - y/n): \\ &800 \times (1 - 10/20): \\ &800 \times (0.5) \end{aligned}$$

Compensation payable: £400

The Association may make further adjustments after the calculation by making an offer of compensation above or below the cost minus depreciation to reflect the following factors:

- a) If the cost of the improvement work was considered excessive for the standard of work and quality of materials used;
- b) If the deterioration in quality of the improvement is greater than would reasonably be expected by normal wear and tear:

5.0 ARBITRATION PROCEDURES

- 5.1 Disputes arising between tenant and landlord will be dealt with through the Association's published complaints procedures for dealing with disputes. Should the tenant be aggrieved at the outcome of the dispute, then s/he will be entitled to contact the Housing Association Ombudsman for an independent ruling on their complaint.

6.0 PUBLICATION OF SCHEME

- 6.1 Details of this scheme will be published in Association documentation, for instance, the Tenant's Handbook.

APPENDIX 1

SAMPLE LIST OF QUALIFYING IMPROVEMENTS AND NOTIONAL LIFE

Item	Notional Life in Years
1 Bathroom replacements/installations:	
• fixed bath or shower facilities	15
• wash hand basin	15
• toilet facilities	15
• storage cupboards in bathroom	15
2 Kitchen unit replacements/installations:	
• storage cupboards in kitchen	15
• kitchen sink (including base unit)	15
• work surfaces for food preparation	10
3 Central heating replacements/installations:	
• additional work required to extend a partial heating system	12
• provision of fixed water heating, e.g. immersion heater	5
• provision of thermostatic radiator valves	7
• provision of central heating	12
4 Window replacements:	
• installation of windows	20
• double and secondary glazing provision	20
• draught proofing	10
5 External door replacement	20
Draught proofing of external doors	10
6 External improvements:	
• house extensions	60
• providing an additional room	60
• porches	60
• loft conversions	60
7 Rewiring and the provision of power and lighting and other electrical fixtures	20
8 Energy efficiency:	
• loft insulation	20
• cavity wall insulation	20
• insulation of pipework, hot and cold water tank or cylinder	15

9	Adaptations for the disabled:	
	• structural alterations	20
	• fixtures and fittings	15
10	Smoke detectors including their wiring and fixtures	10

APPENDIX 2

Inspection Form for Tenant Alterations/Improvements Procedures

Tenant Name(s)

.....

Address of Property

.....

.....

PRE-INSTALLATION INSPECTION

1. Is prior inspection necessary? YES/NO

2. Can work proceed? YES/NO

3. Comments

.....

.....

.....

.....

POST INSTALLATION INSPECTION

1. Work completion date

2. Is the work carried out to a satisfactory standard? YES/NO

3. Comments

.....

.....

.....

Maintenance Officer signature

Date

APPENDIX 3

Tenant alterations/improvements: approval letter

**Approval of application
(issue 2 copies of list of conditions to tenant,
one to be signed and returned to CDHA)**

Dear

Application to carry out alterations/improvement works

I refer to your recent application for permission to carry out works to your house.

I confirm that your application has been approved, subject to the enclosed list of conditions.

Before you begin work, please sign and return one copy of the enclosed list of conditions to the Association. You should also notify me when works are completed, so that the Association can arrange to carry out an inspection.

Yours sincerely,

Maintenance Officer

APPENDIX 4

Permission to carry out alterations/improvement works Conditions of approval (to be signed by tenant)

Tenant Name(s):

Address:

1. The approved works are as follows:

[Nature of work to be undertaken](#)

2. I will be responsible for obtaining any planning permissions, building warrants or other approvals required for the works.
3. The work will be carried out by a reputable tradesman and in workmanlike fashion. Any work relating to gas installations or appliances will be carried out by a Gas Safe Registered tradesperson.
4. Should any damage be caused to CDHA's property by contractors employed by me, I will be responsible for making good such damage.
5. I will provide the Association with access to inspect the completed works. If the Association considers that the work is to an unsatisfactory standard or is unsafe, I will carry out, and pay for, additional work to meet the required standards.
6. At the end of the tenancy, I will restore to the Association's satisfaction any fixtures, fittings or appliances which are the property of the Association and which are affected by the works. I will be responsible for paying all costs associated with the works and subsequent restoration.

[Any other conditions which are specific to the works.](#)

Tenant(s) signature(s)

I agree to the conditions detailed above.

Signed

Date

APPENDIX 5

Tenant alterations/improvements: Refusal of application

Date

Dear

Application for permission to carry out alterations/improvement works

I refer to your recent application, requesting permission to carry out works to your house.

We have considered your application carefully and I am sorry to advise you that your application has been refused for the following reasons:

-
-
-

If you are unhappy with our decision, please contact the Maintenance Officer or Director, at this address and he/she will review the decision. Thereafter, you have the right to appeal to the Association's Management Committee. If you still disagree with our decision, you have the right to raise proceedings in Court.

Yours sincerely,

Maintenance Officer

APPENDIX 6

Tenant alterations/improvements: temporary refusal of application (insufficient information provided)

Note: the tenancy agreement says an application will be deemed to approve if the Association does not reply within one month. Therefore, incomplete applications should be refused within this timescale, pending the submission of the required information.

Date

Dear

Application for permission to carry out alterations/improvement works

I refer to your application dated (insert date), requesting permission to carry out works to your house.

The Association is obliged to respond to all requests for permission within one month from the date of application. Since you have not provided us with all of the information we asked for, your application has been refused in the meantime.

We will resume consideration of your application on receipt of the following information:

-
-
-

If you have any questions about your application or about this letter, please do not hesitate to contact me.

Yours sincerely

Maintenance Officer

APPENDIX 7

Tenant alterations/improvements
Post inspection follow up letter

Dear

Alteration/improvement works

I refer to the recent inspection of the alteration/improvement works carried out to your house.

I am writing to let you know that the work has been carried out to the Association's satisfaction.

If you end your tenancy and wish to remove the alteration/improvement, you will be responsible for re-instating the house to its original condition prior to the alteration/improvement. If the property is not re-instated, you will be charged for the Association making good any damage.

Yours sincerely,

Maintenance Officer

APPENDIX 8

APPLICATION TO CARRY OUT ALTERATIONS OR IMPROVEMENTS

Please provide all of the information we have asked for – if you don't, this will delay approval of your application. Remember to sign and date the form. If there are joint tenants, they must also sign the form.

We have provided answers to some common questions at the end of the form. If you need any help with completing the form, please let us know and we will be happy to help. Remember that you should NOT start any work until you have received our permission.

1. Address of property	Postcode:
2. Full name(s) of the tenant(s)	Remember to include any joint tenants
3. Daytime telephone number	
4. Please describe the work to your house you wish to carry out.	Please provide as much information as you can. Enclose any information you have about the work (for example, any drawings, specifications or cost estimates you have obtained)

<p>5. Will the work involve changing or taking out existing fittings supplied by the Association?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please give a brief description</p>
<p>6. Does the work need planning permission or a building warrant from Glasgow City Council?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide copies of the approvals you have received from the Council, or give the date of your application(s) to the Council. If you are not sure whether you need these permissions, you should contact Glasgow City Council Planning, 45 John Street G1 1JQ (Telephone 0141 287 8555).</p>
<p>7. Will the work you want to carry out have any effect on your neighbours?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please say what this will be. If we think the work will affect your neighbours, we may contact them for their views.</p>
<p>8. Will you be carrying out the work yourself, or will you employ a contractor to do it for you?</p>	<p><input type="checkbox"/> Self <input type="checkbox"/> Contractor</p> <p>If the work involves changes to the electrical wiring or gas installations in your house, you will need to show that you will be using a competent and qualified tradesperson</p>
<p>9. When do you want to start the work?</p>	

I declare that all of the information provided in this form is true and accurate to the best of my belief.

Signature

(PRINT NAME)

Date

Joint tenant(s) signature, if applicable

Signature

(PRINT NAME)

Date

Signature

(PRINT NAME)

Date