

Decoration & Floor-Coverings Allowances Policy

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POLICY: DECORATION & FLOOR-COVERINGS ALLOWANCES

1. Introduction

1.1 This policy sets out the circumstances where Rosehill will issue a decoration or floor-coverings allowance. This policy applies to tenants only.

1.2 A decoration allowance is described in this policy as a payment by electronic card, redeemable at a reasonably local single supplier, given to assist both new and existing tenants where:

- A property has been allocated and some or all of it does not meet a reasonable standard of internal decoration as decided by us.
- Work has been carried out by us, or by a contractor working on our behalf, which has caused damage to the interior decoration of the property. In the case where damage has been done by a contractor, the damage must have been wholly unavoidable and not caused by negligence. In such cases the contractor will be liable to meet the cost of any decoration allowance to the tenant or to settle the tenant's claim directly if liability is accepted.

Cards are not transferable and can only be used by the tenant to whom they were issued.

1.3 A payment may also be made to an existing tenant in the form of an electronic card for decoration materials, in cases where decoration has been damaged as a result of claimed "negligence" on a "good will" basis following an incident or a series of incidents e.g. flooding. Any refusal to accept should be treated as a claim and passed to our insurers.

1.4 A damage to floor-coverings allowance is described in this policy as a payment by cheque or electronic bank transfer, given to assist tenants where:

- Work has been carried out by us, or by a contractor working on our behalf, which has caused damage to floor-coverings in the property. In the case where damage has been done by a contractor, the damage must have been wholly unavoidable and not caused by negligence. In such cases the contractor will be liable to meet the cost of any allowance to the tenant or to settle the tenant's claim directly if liability is accepted.

In cases where tenants do not have bank accounts the allowance may be paid in cash.

1.5 The specific objectives of this policy are to give clear guidance on:

- when a decoration or floor-covering allowance will and will not be paid
- how much may be paid and in what form
- what can and cannot be purchased with the decoration allowance
- publicising the terms of the policy to enable a wider understanding by tenants, staff, contractors and the public

2. Legal and Regulatory Framework

2.1 Whilst this Policy sets out to explain Rosehill's approach to dealing with the circumstances where Rosehill will issue a decoration or floor-coverings allowances it must do so in the context of legal and regulatory requirements. Therefore the following relevant legislation has been taken into account in the development of this Policy;

The Housing (Scotland) Act 2001 Section 27 and Schedule 4 which states that landlords must carry out any necessary work within a reasonable timescale and make good any damage caused by them in carrying out the work.

We require any contractor to 'make good' any damage that they may have caused to the house whilst carrying out any works e.g. repair and prepare surfaces for redecoration, but not to redecorate. However, in circumstances where the contractor has been negligent the contractor will be required to make good the damage as usual and also to pay the decoration allowance to the tenant. If the tenant requires redecoration to be carried out, the contractor should consider that as a claim and submit the claim to their insurers or accept liability themselves and do the work to the tenant's satisfaction.

Para 2.4 of our Scottish Secure Tenancy Agreement states that the tenant must take reasonable care to prevent damage to the decoration of the property.

Para 5.2.2 of our Scottish Secure Tenancy Agreement also states that the tenant is responsible for taking reasonable care of the house. This responsibility includes carrying out some minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness.

Tenants are advised of this when they sign their tenancy agreement.

2.2 The Scottish Social Housing Charter

2.2.1 The Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Charter replaces the Performance Standards and the outcomes relevant to this Policy are:

1. Equalities

Social Landlords perform all aspects of their housing services so that 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.

2. Communication

Social landlords manage their businesses so that 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.

3. Participation

Social landlords manage their businesses so that tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

4. Quality of Housing

Social landlords manage their businesses so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.

5. Repairs, maintenance and improvements

Social landlords manage their businesses so that tenants' homes are well maintained, with repairs and improvements carried out

when required, and tenants are given reasonable choices about when work is done.

11. Tenancy Sustainment

Social landlords ensure that tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations.

13. Value for Money

Social landlords manage all aspects of their businesses so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

2.2.2 Social landlords are responsible for meeting the standards and outcomes set out in the Charter. The Scottish Housing Regulator is responsible for monitoring, assessing and reporting on how well social landlords, individually and collectively, achieve the outcomes.

2.2.3 In line with the regulatory principles, the Regulator's approach to monitoring landlords' achievement of the outcomes and standards in the Charter will be based on each landlord's performance information and their own assessment of their performance. Therefore, for each year ending on 30th September, we will be expected to:

- Measure and assess our performance in progressing towards or achieving the Charter outcomes and standards
- Provide the Regulator with some key performance information on our achievement of the outcomes and standards
- Report our performance to tenants and other service users who use our services.

3. Principles

3.1 Decoration Allowance

The overall aim of this policy is to assist existing tenants, in appropriate circumstances, with the cost of decorating their home and, in doing so, to assist in the efficient and effective maintenance of our housing stock. In the case of new tenants the aim is to assist with decoration costs thereby helping tenancy sustainment.

Decoration allowances are intended as a contribution towards the cost of materials and equipment needed to carry out internal redecoration work. The allowances are not intended to meet the full costs involved.

3.2 Floor-coverings Allowance

The overall aim of this policy is to assist existing tenants, in appropriate circumstances, with the cost cleaning/repairing/replacing floor-coverings and, in doing so, to assist in the efficient and effective maintenance of our housing stock.

Any allowance paid is intended as a contribution towards the cost of cleaning/repairing/replacing floor-coverings. The allowances are not intended to meet the full costs involved.

3.3 The award of an allowance does not remove the need for tenants to adequately insure the contents of their homes, including decoration and floor coverings, against damage.

3.4 The existence of this policy does not remove the need for staff and contractors, carrying out work on our behalf, to take adequate care to ensure that damage does not occur.

4. Assistance

Where a tenant indicates that they will have difficulty carrying out any works, either because of a medical condition or due to age, and there is no other able-bodied member of the household or no other assistance available to the tenant, we will assist by referring the tenant to a local service where one is available.

5. Deductions from Allowances

5.1 Where a tenant has rent arrears, outstanding rechargeable repairs or there is any other debt owed to us any award of a decoration or floor-coverings allowance will be paid towards the debt owed to Rosehill in the first instance. The tenant will receive any residual balance in the form of an electronic card or cheque/ electronic bank transfer depending on allowance type.

5.2 Staff dealing with tenants over decoration allowances will make this known to tenants at the beginning of any discussions.

6. Allowance Authorisation

6.1 Decoration Allowance

In relation to void properties, the amount of allowance a property is eligible for will be assessed by the Repairs Co-ordinator and Housing Assistant jointly. The value of the decoration award will be determined using the guide attached to this policy at Appendix 1 and by completing the Decoration Allowance Request Form. In the event of disagreement, the Technical Services Manager will decide on the amount to be paid. The award will be authorised by the Housing Manager.

In relation to decoration allowances awarded as a result of damage to decoration arising from work carried out in a tenanted property, the Technical Services Manager will decide on the amount of decoration allowance to be awarded, and will authorise any award. The value of the decoration award will be determined using the guide attached to this policy at Appendix 1 and by completing the Decoration Allowance Request Form.

In all cases, the Housing Manager is responsible for checking if the tenant owes Rosehill money and for making a deduction from an award for payment towards any sums due. The Housing Manger will write to the tenant outlining the amount of the decoration award, the reason it has been given and detailing any deductions made. The letter will invite the tenant to call to the office to collect any residual balance due in the form of an electronic card. If the tenant owes more than the value of the award there will be no residual value payable.

All decoration awards will be issued in the form of electronic cards for a single DIY store. The ordering process is set out in the "Process for ordering B&Q decoration cards" document which is available in a shared folder to authorised users only. This also details the procedure to be followed for getting the cards to tenants.

The cards can only be used to purchase decorating products detailed in the guide at Appendix 1.

6.2 Floor-coverings Allowance

The Technical Services Manager will decide on the amount of allowance to be awarded, and will authorise any award. The value of the allowance will be agreed using the guide attached to this policy at Appendix 2.

In all cases, the Housing Manager is responsible for checking if the tenant owes Rosehill money and for making a deduction from an award for payment towards any sums due. The Housing Manager will write to the tenant outlining the amount of the allowance awarded, the reason it has been given and detailing any deductions made. The letter will invite the tenant to call to the office to collect any residual balance due. If the tenant owes more than the value of the award there will be no residual value payable.

7. Payments made as a “Gesture of Goodwill”

In cases where decoration or floor-coverings have been damaged as a result of “negligence” and an electronic payment is offered on a “good will” basis following an incident or a series of incidents e.g. flooding, the decision to make the award will be made by the Director, Depute Director or the Technical Services Manager up to a maximum of £100. The tenant must sign a standard disclaimer in appropriate circumstances. If this offer is refused the tenant should be advised to submit a claim which will be dealt with by our insurers.

8. Performance Management

8.1 We will maintain internal information systems which are based around ensuring effective monitoring, control and reporting of its use of decoration allowances.

8.2 We will monitor:

- The total value of decoration and floor-coverings allowances issued;
- The number of tenants who received a decoration or floor-coverings allowance following day to day repair work carried out by Rosehill;
- The number of tenants who received a decoration or floor-coverings allowance following capital improvements carried out by Rosehill;
- The number of complaints made regarding decoration or floor-coverings allowances and their outcomes

8.3 Regular performance, financial monitoring and statistical reports shall be presented to the Management Team and an annual report will be presented to the Management Committee for consideration.

9. Equal Opportunities

9.1 We are committed to ensuring equal opportunities and fair treatment for all people in its work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

10. Tenant Participation

10.1 We are a tenant focussed organisation and as such we are committed to involving tenants in all aspects of our work and ensuring that tenants are included, informed and consulted about decisions that have an impact on the way their homes are managed.

10.2 As part of this commitment we will involve our tenants in the development of our policies and seek feedback where appropriate. We will ensure that any significant changes to this Policy and other Policies which will affect our tenants will be the subject of consultation.

11. Risk Management

11.1 In all the key areas of our business we need to consider any risks which may arise. To this end we have in place a robust Risk Management Policy and from this flows our Risk Register. We have identified our "Top 10" risks which are regularly monitored by our Management Team and Audit Sub-Committee.

11.2 Key to the mitigation of the risks associated with decoration and floor-coverings allowances is having a comprehensive policy in place to manage the allowances. This policy sets out Rosehill's approach to the payment of allowances.

11.3 To ensure we continue to manage the associated risks we will periodically review this Policy to ensure compliance with all legislative requirements and regulatory and best practice guidance.

12. Complaints Procedure

- 12.1 We aim to get things right first time and provide a good quality service to our tenants and other customers. However, we acknowledge that things can go wrong and that some tenants or other customers may be unhappy with the service provided.
- 12.2 We promote our Complaints procedure through our website and periodic articles in our newsletters. In addition, we initially issued all of our tenants with a copy of the new Procedure introduced in October 2012. This information leaflet is also issued to all new tenants as part of the signing up pack.
- 12.3 We are required to report specifically to both our Management Committee and the Scottish Housing Regulator on any complaints concerning equalities issues.

13. Data Protection

- 13.1 On the 25th May 2018 the legislation governing data protection changed with the introduction of the General Data Protection Regulation (GDPR).
- 13.2 We hold a variety of Personal Data relating to individuals including tenants, waiting list applicants, factored owners, other service users, employees and Committee Members. Our Privacy Policy sets out the basis on which we can process and share such data with third parties, it also sets out how we will securely store individuals' data, whether electronically or in paper format. It also provides information on individuals' rights under GDPR including: to view personal data held about them by us; to request a restriction of processing of their data; the right to be forgotten and a right to object to us processing their data. In terms of the rights to be forgotten and to restrict or object to processing of Personal Data, any such requests will require to be considered on their own merits and legal advice will need to be obtained in some circumstances. We have the responsibility for accepting or refusing such requests and will do so in writing.
- 13.3 Under GDPR we are required to provide all customers whose Personal Data we hold with a Fair Processing Notice (also known as a Privacy Notice). The Notice sets out the Personal Data we process and the basis for doing so.
- 13.4 We will only keep and process Personal Data for the original purpose we gathered it for and we will not keep it for any longer than necessary. Attached to our Privacy Policy is a table of Retention Periods for Personal Data held and processed by us. We recognise that not all Personal Data can be processed and kept for the same period of time, and this will vary

depending on the individual circumstances of each person whose Personal Data we hold.

- 13.5 The Privacy Policy sets out what should happen in the event of a Data breach e.g. does the breach require reporting to the Information Commissioner's Office and whether the individual affected should be notified. Timescales are set out for dealing with data breaches.
- 13.6 Full copies of our Privacy Policy are available upon request at our office or from our website www.rosehillhousing.co.uk

14. Policy Review

- 14.1 This Policy will be reviewed at least every three years or sooner to ensure it continues to reflect current thinking and practice and to comply with legislative requirements and regulatory guidance.

APPENDIX 1

DECORATION ALLOWANCES FROM OCTOBER 2018

A decoration allowance will be awarded in the following circumstances:

- When an applicant signs a tenancy agreement and moves into a property AND the internal decoration is below a reasonable standard as defined by us. The decision to award a decoration allowance should, where possible, be made in advance of the let.
- Following any day to day repair work carried out by Rosehill where a tenant's decoration has been unavoidably damaged.
- Following any planned maintenance, cyclical maintenance or improvement work carried out by Rosehill and it is deemed necessary for a decoration allowance to be given, for example, decoration unavoidably damaged in the course of installing new kitchen units.

A decoration allowance will not be awarded in the following circumstances:

- Where a mutual exchange takes place
- Succession to Tenancy
- In the case of an internal transfer where the tenant has not left their house in good decorative order
- Where work is carried out as a result of negligence or accidental damage by the tenant or any one in the tenant's house
- Where a contractor has caused damage through negligence (See para 1.2 2nd bullet point)
- If an incident occurs that the tenant should have been insured for
- For any room we have decorated

All decoration allowances will be issued in the form of electronic cards up to a maximum value of £350.00. The value of the card will be calculated using this guide.

Communal areas such as internal corridors and stairways in blocks of flats are the responsibility of Rosehill and are decorated on a cyclical programme.

ASSESSMENT GUIDANCE:

To ensure that the decoration assessment standards are consistent across the stock the following procedure notes will ensure that staff follow strict guidance which should remove any impartiality against their own taste and style.

Any rooms assessed as being in poor condition will be awarded a decoration allowance.

This allowance is not designed to cover the full cost of the work, but is granted to assist with the redecoration of the home.

In the case of void property, a decoration allowance will not be available where:

- All decoration, whether old or new, is intact with no major tears or strips of wallpaper missing;
- There is no visible graffiti or stains from smoke/water damage;
- There are faint marks on the walls from pictures, wardrobes and so on;
- The finish is not to the new tenant's taste unless the decoration includes very strong dark colours;

An allowance may be awarded where:-

- Areas of a room are either undecorated (but not where we have stripped walls) or in a very dirty condition;
- Wallpaper is peeling or badly discoloured;
- There are partially stripped rooms, badly torn wallpaper that would prove unacceptable to live with, walls poorly painted where extensive work is required to correct;
- The wallpaper is considerably torn;
- The walls are badly marked or smoke stained;
- The walls have been cleaned but continue to look dirty;
- The woodwork has been badly chipped/painted, the paint is peeling off or it has been painted a dark or strong colour that is not easily covered up.

In the case of existing tenants, a decoration allowance may be given where:

- Any day to day repair works cause unavoidable damage to decoration
- Any cyclical works cause unavoidable damage to decoration
- Any capital works cause unavoidable damage to decoration but not for variations to work where the tenant exercised choice e.g. by relocating kitchen units or appliances, relocating a radiator and so on

- A payment is sought following an incident a tenant should have been insured for

The above list shows examples only and is not an exhaustive list of circumstances where a decoration allowance may be awarded.

In all cases the staff deciding to award a decoration allowance must record the detailed justification on the relevant form; both must sign and date the form which should then be passed to the Finance Manager who will issue the vouchers.

VALUE OF AWARD

The following rooms qualify for a decoration allowance, subject to the house size, a maximum allowance being applied to the final decoration allowance awarded. Staff must use the following table to assist them in calculating the final award:

Room	Allowance
Living room	£50
Bathroom	£45
Kitchen	£45
Dining Room	£30
Bedroom	£30
Hall/Stair/Landing	£60
Hall/Stair (lower cottage flat)	£45
Hall (flats/upper cottage flats)	£55
Porch area/sunroom/downstairs w.c.	£20

Maximum total allowance for any property is limited to £350.00.

Allowance rates will be reviewed every three years and, if appropriate, change on the 1st of October.

Items which can be purchased:

Interior paints, Woodcare & Varnishes • Wallpaper & Pastes
Non-powered decorating utensils • Sandpaper, fillers & sealants

FLOOR-COVERING ALLOWANCES FROM OCTOBER 2018

A floor-covering allowance will be awarded in the following circumstances:

- Following any day to day repair work carried out by Rosehill where a tenant's floor-covering has been unavoidably damaged.
- Following any planned maintenance or improvement work carried out by Rosehill and it is deemed necessary for a floor-covering allowance to be given, for example, floor-covering unavoidably damaged, including where the floor-covering no longer fits properly, in the course of installing new kitchen units.

A floor-covering allowance will not be awarded in the following circumstances:

- At the beginning of a "tenancy" Where a mutual exchange takes place
- On Succession to Tenancy
- In the case of an internal transfer where the tenant has not left their house in good order
- Where work is carried out as a result of negligence or accidental damage by the tenant or any one in the tenant's house
- Where a contractor has caused damage through negligence (See para 1.2)
- If an incident occurs that the tenant should have been insured for

All floor-covering allowances will be issued in the form of a cheque up to a maximum value of £350.00. The value of the award will be calculated using this guide.

ASSESSMENT GUIDANCE:

To ensure that the floor-coverings assessment standards are consistent across the stock the following procedure notes will ensure that staff follow strict guidance which should remove any impartiality against their own taste and style.

An allowance may be awarded where:-

- Floor-coverings have been made noticeably dirty or have been noticeably scratched and/or damaged;
- Floor-coverings no longer fit properly because we have replaced any fixtures or fittings;

The above list shows examples only and is not an exhaustive list of circumstances where an allowance may be awarded.

In all cases the staff deciding to award a floor-coverings allowance must record the detailed justification on the relevant form; both must sign and date the form which should then be passed to the Finance Manager who will issue the cheque.

VALUE OF AWARD

The following rooms qualify for a floor-covering allowance, subject to the house size, a maximum allowance being applied to the final floor-coverings allowance awarded. Staff must use the following table to assist them in calculating the final award:

Room	Allowance
Living room	£50
Bathroom	£45
Kitchen	£45
Dining Room	£30
Bedroom	£30
Hall/Stair/Landing	£60
Hall/Stair (lower cottage flat)	£55
Hall (flats/upper cottage flats)	£45
Porch area/Sunspace	£20

Maximum total allowance for any property is limited to £350.00.

Allowance rates will be reviewed every three years and, if appropriate, change on the 1st of October.