

| TECHNICAL | |
|-----------------------------|--|
| DECORATION ALLOWANCE POLICY | |
| FEBRUARY 2018 | |
| FEBRUARY 2023 | |

Contents

- 1. Introduction
- 2. Aim & Objectives
- 3. Definition of a Decoration Allowance
- 4. Condition of Property
- 5. Decoration Allowance Rates & Method of Payment
- 6. Debts to the Association
- 7. Publicity
- 8. Performance Monitoring
- 9. Equal Opportunities
- **10. Complaints/Appeal Process**
- 11. Review

Appendix 1 Circumstances for retention of Decoration Allowance

1. INTRODUCTION

1.1This policy recognises the need by the Association to have a policy that is seen to be fair and which addresses the issues surrounding decoration allowances while recognising the principles of value for money.

1.2 This policy sets out the limited circumstances where Paisley Housing Association will pay decoration allowances, how much we will pay and how we will pay. It is supported by a procedure to provide guidance to staff to ensure that this payment is applied with consistency and fairness.

1.3 The policy applies to all tenants who have a Scottish Secure Tenancy or a Short Scottish Secure Tenancy with the Association. It does not apply to work done in empty property prior to re-let.

1.4 A budget for this will be set annually as part of the financial planning process.

2. AIM & OBJECTIVES

2.1 The aim of the Decoration Allowance Policy is to assist tenants with the cost of re-decorating areas of their home where damage has been caused by the Association carrying out **re-wiring** planned maintenance work in the circumstances noted below.

2.2 The specific objectives of the Decoration Allowance Policy are to:-

- Give clear guidance on when a decoration allowance will and will not be offered, how much will be paid and in what form.
- Publicise the terms of the policy to enable a wider understanding by tenants
- Provide training to staff on the policy to ensure our delivery of good customer service in respect to advice and processing decoration allowances.
- Define the checks that we will use
- Give clear guidance on how disputes will be dealt with.

3. DEFINITION OF A DECORATION ALLOWANCE

3.1 A decoration allowance is a payment given to assist existing tenants

following specific planned maintenance contract work that, by its nature, causes damage to the interior decoration of the property and has been carried out by an Association contractor. This is provided that the planned maintenance contract work does not include the Association carrying out decoration.

3.2 All properties need planned maintenance at some time or other and inevitably some disruption may be encountered. Decoration allowances will only be considered where disruption to internal decoration during works is substantial and the Association is not carrying out decoration as part of the contract.

• The only planned maintenance work for which Paisley Housing Association will consider a decoration allowance is **re wiring**.

3.3 The award of a decoration allowance does not remove the need for contractors carrying out work on behalf of the Association to take adequate care to ensure that damage does not occur out with that necessary to carry out works.

3.4 Paisley Housing Association's Scottish Secure Tenancy Agreement and Short Scottish Secure Tenancy Agreement, para 5.16 states that the tenant is responsible for taking reasonable care of the house which includes carrying out minor repairs and internal decoration. Tenants are advised of this when they sign their tenancy agreement.

3.5 A decoration allowance is intended as a contribution towards the cost of materials and equipment needed to carry out internal redecoration work following planned maintenance. It is not intended to meet the full cost of redecoration.

3.6 A decoration allowance will **not** be awarded:

- To deal with obvious damage or neglect that has been caused by an existing tenant;
- To act as payment after an incident a tenant should have been insured for.
- Where decoration has been done by the Association as part of a planned maintenance contract.

3.7 The award of a decoration allowance does not remove the need for tenants to adequately insure the contents of their home from damage.

3.8 Where the damage is as a result of neglect by our contractor then this matter will be dealt with on an individual basis through the Complaints Procedure. Any compensation would be paid by directly the contractor.

4. CONDITION OF PROPERTY

4.1 An inspection of property is not required for decoration allowance eligibility. However a photographic record may be made of any particular existing damage by the Association's Senior Clerk of Works at his 'march-in' prior to the start of a contract. 4.2 The property will be re inspected at completion of works by the Senior Clerk of Works when it is signed off.

5. DECORATION ALLOWANCE RATES & METHOD OF PAYMENT

5.1 The amount of allowance a property is eligible for will depend on the whether the contract work is for a full rewire or a partial re wire.

| Scale of Work | Decoration allowance |
|-----------------|----------------------|
| Full re-wire | £100 |
| Partial re-wire | £30 |

5.2 Payments made directly to the tenant will be made in the first instance by cheque. If the tenant does not have a bank account arrangements can be made to pay in cash.

6. DEBTS TO THE ASSOCIATION

6.1 If the tenant owes money to the Association and has entered into an arrangement and maintained it for a period of 3 months, then no deduction will be made from any payment due.

6.2 If no arrangement has been entered into or maintained then the decoration allowance will be credited towards debt to the Association. Priority will be given to clearing any rent arrear first. See Appendix 1 for worked example. Further details are available in our Procedure note.

7. PUBLICITY

7.1 Where re wiring is in our following year proposed planned maintenance programme, our policy on decoration allowance will be publicised in our consultation mailing i.e. along with our proposed plans for the following year's planned maintenance work. Our aim is to alert tenants to forthcoming work and allow them to plan the timing of any decoration work they intend to carry out.

7.2 The policy will be available to download from our website.

7.3 Pre-site start information sent to tenants will contain details of this policy.

8. PERFORMANCE MONITORING

8.1 We will monitor the following:

- The number of tenants who received a decoration allowance following improvement works carried out by the Association
- The number of complaints made regarding the issuing of decoration allowances and their outcomes.

9. EQUAL OPPORTUNITIES

9.1 The Association promotes equal opportunities and will not discriminate between persons on grounds of gender or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.

10. COMPLAINTS/APPEALS PROCESS

10.1 Where a tenant is dissatisfied with our application of our policy in respect of a decoration allowance they can seek redress through using the Association's Complaints Policy.

10.2 Applicants will be given information on "How to make a Complaint" which advises on how complaints are dealt with and includes information regarding final recourse to the Scottish Public Services Ombudsman.

11. REVIEW

11.1 This policy will be reviewed in 2023.

11.2 We will take account of any views or representations in revising our policy and service provision.

Appendix 1

Circumstances for retention of Decoration Allowance-Worked example

Rent arrears, Repair recharges and court legal fees will be deducted from any Decoration Allowance only in the following circumstances;

- 1. The tenant has previously been made aware of outstanding rent arrears, repairs recharges or court legal fees due but has not entered into a repayment arrangement that they have adhered to continuously for a period of the last 3 months.
- 2. If the debt owed was raised within the last 3 months and the tenant has adhered to their payment arrangement from the date agreed e.g.
 - a) Invoice issued to tenant 1/10/17, arrangement agreed to start 7/10/17 at £5.00pw. Décor Allowance raised 1/11/17 if arrangement has been adhered to between 7/10/17 1/11/17 then tenant will receive the full décor allowance.
 - b) Invoice issued to tenant 1/10/17. No contact/arrangement agreed by tenant. Décor Allowance raised 1/11/17. Full décor allowance will be taken towards the outstanding debt.