Ardenglen Housing Association can provide this policy on request, in larger print, in Braille, in audio format or in other non-written format, and in a variety of languages, as appropriate.

# **ARDENGLEN**

# **Decoration Policy**

Policy Title:	Decoration Policy
Policy Author:	Suzanne Casey, Director of Customer Services Peter Kelly, Director of Asset Management
Date of Approval:	21 May 2024
Date for Next Scheduled Review:	May 2027
Review Body:	Board of Management
Equality Impact Assessment Complete:	Yes
Policy Published on Web:	ТВС
Scottish Social Housing Charter Standard	11 Tenancy Sustainment
Scottish Housing Regulator Standard:	N/A



### <u>Vision</u>

By providing aspirational homes and high-quality services we will transform communities to enhance the quality of life of our customers.

## **Values**

- > Customer and Community Focused
- > Treating our customers with respect
- > Accountable
- > Making a difference
- > Innovative
- > Equal access to services and opportunities for all

# **Strategic Objectives**

- > Deliver first class customer services
- > Provide quality homes, communities and sustainable tenancies
- > Achieve robust financial management and governance excellence
- > Empower, develop and engage our staff
- > Build strong collaborative relationships locally and nationally

# **Decoration Policy**

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#### SECTION 1

#### **INTRODUCTION & BACKGROUND**

- 1.1 Ardenglen is a community-based housing association operating in Castlemilk, which is in the south East of Glasgow. At the time of writing, we own 982 properties. Of these, 541 are rehabilitated tenemental stock, while the remaining are new build houses, cottage flats and tenements.
- 1.2 The Association understands that internal decoration is the responsibility of our tenants as is clearly stated within the tenancy agreement. There are, however, certain circumstances when we will make a contribution towards the cost of improving decoration in order to ensure our stock generates demand. It is our belief that satisfaction with the property will assist with tenancy sustainment.
- 1.3 Our allowance levels are not set to meet the full costs incurred but do intend to allow tenants an element of choice in their decoration.
- 1.4 We will consider the award of an allowance at each change of tenancy or because of planned or reactive maintenance where damage to decoration is incurred.

#### SECTION 2

#### AIMS & OBJECTIVES

2.1 To adhere to good practice and to the Scottish Social Housing Charter standard 11 Tenancy Sustainment which states that 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."

- 2.2 To reduce the rate of refusals to offers of housing and therefore minimise void relet times
- 2.3 To lay down clear guidelines for dealing with damage to decoration caused by the associations maintenance contractors
- 2.4 To provide staff with procedures for assessing the qualification of decoration allowance.
- 2.5 To comply with the Association's Equal Opportunities Policy

#### **SECTION 3**

#### THE LEGAL FRAMEWORK

- 3.1 The Housing (Scotland) Act 2001 Section 27 and schedule 4 states that landlords must carry out any necessary repair work within a reasonable timescale and make good any damage caused by carrying out the work
- 3.2 Section 5.14 of the Scottish Secure Tenancy Agreement states that;

"If we cause damage to the house or property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. This does not apply to any installation belonging to you, including flooring, which has to be lifted or moved to gain access to carry out any inspection or repair."

3.3 Section 2.3 of the Scottish Secure Tenancy Agreement states that;

"You (tenant), those living with you, and your visitors mut take reasonable care to prevent damage to:

- Decoration
- 3.4 Section 5.17 of the Scottish Secure Tenancy Agreement states that;

"You (tenant) are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration".

#### **SECTION 4**

#### **QUALIFICATION CRITERIA**

#### A. Change of tenancy

- 4.1 The Association will consider awarding a decoration allowance at each new letting of a property. Tenancy changes by transfer of tenancy, succession, assignation or mutual exchange will not qualify for any allowance.
- 4.2 The initial assessment of decoration standard is carried out at the tenancy termination inspection visit by the appropriate staff member. It is not for us to judge the personal taste of an individual's decoration, but merely to gauge that it is clean, intact and meeting the Associations standards (see 4.4)
- 4.3 If the standard is not acceptable, the tenant will be advised in writing of the reasons for this decision being taken along with any remedial action required, prior to keys being returned as per the tenancy agreement. Failure to make good may result in costs being recovered under the Association's Rechargeable Repair Policy

- 4.4 A full room by room assessment of the decoration will be carried out when keys are returned to the office. Housing / Asset staff will adhere to the following guidelines when establishing whether to award payment or not. Payment will be made on a room-by-room basis when;
  - The wallpaper is considerably torn
  - Artex or other wall covering is damaged
  - Walls or woodwork have graffiti on them
  - Redecoration is required to remove odour
  - Walls or woodwork are badly marked or smoke stained
  - Woodwork is badly chipped or peeling (other than wear and tear)
  - Walls or woodwork are painted a strong colour that is not easily covered up
  - Discretionary poor standard as assessed by the inspecting officer
- 4.5 In the case of internal transfers, decoration allowances should only be awarded where the property being vacated is left in an acceptable standard. If it is not a reasonable standard, the applicant may be suspended from receiving offers of housing as per the Associations Allocation Policy
- 4.6 The Association will decide how much decoration allowance is to be awarded before any viewings take place. Prospective tenants will be told how much decoration allowance they would be entitled to at their viewing.
- 4.7 Where a property has been assessed as qualifying for an allowance, new tenants will receive this at the point at which they sign their new tenancy agreement.
- 4.8 The Association may, on occasion, decide to carry out decoration to rooms that have been identified as qualifying for allowance. This will be done with the approval of the Senior Housing / Senior Asset Officer in the following circumstances;
  - Where the prospective tenant has a disability or medical condition that prevents them from undertaking the decoration and there is no adult member of the household or family member who could reasonably be expected to carry out decoration on behalf of the tenant
  - The void standard is deemed to be so poor that it is unsuitable for viewing or there have already been at least 2 refusals due to poor decorative condition.
- 4.9 Where the Association undertakes decoration the standard will be to emulsion walls (applying lining paper where required), and white glossing of woodwork.
- 4.10 Properties deemed as qualifying for a decoration allowance will be paid by a voucher system. The voucher will entitle the incoming tenant to a "paint pack" which includes enough materials and accessories to carry out painting of all walls, ceilings and woodwork of rooms identified for an allowance. If this option

is not suitable then vouchers based on the allowance value will be issued as an alternative.

4.11 The voucher will expire if it is not reclaimed by 6 months from issue. The Association will have discretion to reissue if requested by the tenant.

#### **B. Planned Maintenance Programme**

- 4.12 The Association will pay compensation for damage to decoration as a result of planned maintenance improvements such as kitchen, bathroom, window or central heating renewal etc.
- 4.13 The Association will provide a redecoration allowance only and will not undertake any form of decoration following planned maintenance contracts.
- 4.14 The Association will not provide compensation for damage to wooden or laminate flooring which requires to be lifted to allow repair works to proceed. Damage to carpets will be assessed on a case by case basis and may involve the Associations insurers where the damage is as a result of negligence.
- 4.15 An allowance for flooring may be considered only in circumstances where the existing floor covering was supplied by the Association and is unable to be reused after works are complete.
- 4.16 Compensation for planned maintenance and reactive repairs will be either a pay cash cheque or a BACS transfer. In the event of outstanding rent arrears or rechargeable repairs, the association will make appropriate deductions not exceeding half of the total entitlement.

#### C. Reactive Repairs

- 4.13 A decoration allowance will be payable where a tenant's decoration is damaged as a direct consequence of carrying out a reactive repair.
- 4.14 Once the repair work has been completed and the Association has been informed of any damage to the decoration, an inspection will take place to assess decoration allowance entitlement. The inspecting officer will have the authority to authorise the allowance on a case by case basis
- 4.15 No allowance will be paid after an incident for which a tenant should have had home contents insurance for e.g. damage to decoration following a flood

#### SECTION 5

#### ALLOWANCES

5.1 Maximum allowances by apartment size (VAT inclusive) are as follows and will be in form of a full house paint pack supplied by Crown which includes utensils sample in **(APPENDIX1)** 

House size	Allowance
One bedroom property	£185
Two bedroom property	£225
Three bedroom property	£250
Four bedroom property	£270

5.2 Individual room allowances (supplied by B&Q order online <u>https://www.diy.com/services/gift-cards</u>)

Room*	Allowance
Livingroom	£85
Hall & staircase	£85
Bedroom	£65
Hall	£65
Kitchen	£60
Bathroom	£60
Toilet	£60

\*The sum of individual rooms will never exceed the maximum allowance by apartment sizes

#### SECTION 6

#### **EQUALITIES & DIVERSITY**

6.1 This policy will be implemented in line with our Equalities & Human Rights Policy 2024 and is subject to an Equality Impact Assessment to assess the likely or actual effects of the policy to applicants in respect of their disability, age, gender, race, religion/belief, sexual orientation or gender identity to ensure equal and fair access for all.

#### SECTION 7

#### DISPUTES, TRAINING AND REVIEW

- 7.1 Any tenant who wishes to complain about the way in which they have been dealt with under the terms of this policy or who wishes to appeal against a particular decision should first contact their Housing Officer. If they are dissatisfied after that they should consult the Associations Complaints Policy which is available on request and on our website <u>www.ardenglen.co.uk</u>
- 7.2 Staff dealing with assessing decoration entitlement will be empowered with clear responsibilities and will receive appropriate training and support.

- 7.3 The policy will be monitored and reviewed as required but at least on a 3 yearly cycle. The review will take account of legislative changes, new policy guidance, best practice advice and the views of users.
- 7.4 A copy of this policy can be found on our website at <u>www.ardenglen.org.uk</u> or by request.