

Tenants Reimbursement Policy

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Document Control

Responsible Person	Director of Housing & Property Services			
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Reviewed by	Board			
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Consultation Required	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Equalities Impact Assessment	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Added to Company Website	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Associated Documents

This document should be read in conjunction with:

- Complaints Policy
- Data Protection Act 1998
- Housing (Scotland) Act 2001

Translation Statement

If you have any difficulties reading this information or need further help understanding our processes please call us on 01450 364200 or visit our office at 51 North Bridge Street, Hawick, TD9 9PX. We can make this document available in a variety of formats. All you need to do is let us know what you need and we will try to assist.

Compliance

This policy has been drafted to ensure that it complies with current legislation and industry good practice.

Equality & Diversity

Waverley Housing is committed to providing services which embrace diversity and which promote equality of opportunity. As an employer we are also committed to equality and diversity within our workforce. Our goal is to ensure that these commitments, reinforced by our Values, are embedded in our day-to-day working practices.

Openness & Confidentiality

Waverley Housing believes that its members, tenants and other interested parties should have access to information on how it conducts itself. This means that unless information requested is considered commercially sensitive or personally confidential it will be made available on request.

Data Protection

Waverley Housing recognises that the Data protection Act 1998 is an important piece of legislation to protect the rights of individuals in respect to any personal information that we may keep about them, whether on computer or in manual systems.

We are registered with the Information Commissioner as a Data Controller under the Data Protection Act and must ensure that our practices in the handling of personal information are of a high standard and comply fully with the Act.

1	Policy Statement
1.1	Tenants may, at their own cost, carry out improvements to their homes but can only carry out works for which prior permission, in writing, has been granted by Waverley Housing. Such permission will not unreasonably be withheld.
1.2	If the improvement requested has not been carried out within a period of 12 months from the date of permission being granted then that permission will fall and the applicant will be required to submit a further application for permission to carry out the improvement.
1.3	Where such improvements are carried out and upon vacating the property tenants may either have the right to be compensated or may be reimbursed for certain improvements.
2	Statutory Compensation for Improvements
2.1	Scottish Secure Tenants have the right under the Housing (Scotland) Act 2001 to compensation for certain improvements they have made to their home on or after the 1st March 2003, (the date of Waverley Housing's registration as a Social Landlord) in accordance with Scottish Statutory Instrument 2002 No.312. A list of improvements for which tenants have a right to compensation can be viewed in the List of Qualifying improvements (see section 6).
2.2	Tenants must claim in writing within a period starting 28 days before and ending 21 days after the tenancy comes to an end.
2.3	Where a tenancy ends because of the death of the tenant any reimbursement due would be paid to the tenants' executors or personal representative.

2.4	Compensation can only be claimed for the cost of materials (excluding appliances such as cookers, fridges etc.); and labour costs (excluding the Tenants own labour).
2.5	Tenants are required to provide documentary evidence of the costs of the improvement in the form of bills, invoices etc. Tenants must lodge copies of any bills invoices etc. with the company upon completion of the improvement.
2.6	Tenants will be entitled to compensation up to a maximum of £4000 for each improvement but will not be entitled to compensation for improvements of less than £100.
2.7	The value of an improvement falls as the improvement ages and this will be taken into account in calculating the amount of compensation due. Any financial assistance such as a grant towards the improvement will be deducted from the cost before calculating the compensation due.
2.8	Waverley Housing has the right to reduce compensation where it is reasonably believed that a tenant paid too much for the improvement or that the quality standard is higher than it would have been had Waverley Housing made the improvement.
2.9	Waverley Housing may increase or reduce any compensation due depending upon the condition of the improvement when the tenancy ends.
2.10	Waverley Housing has the right to take any money a tenant owes the company e.g. unpaid rent or other charges, from any compensation the tenant is entitled to.
2.11	Where tenants are in disagreement with the company's decision on the level of compensation in respect of their claim the company will within 28 days of that decision have it reviewed by an independent valuer or surveyor of the company's choice.
2.12	Where tenants are dissatisfied with any other aspect of the way in which Waverley Housing has dealt with their claim they are entitled to complain, see section 7 of this policy.
2.13	Waverley Housing has the right to take a tenant to court where they believe that the tenant has made a false claim or a claim for more than the real amount.
3	Voluntary Reimbursement for Improvements
3.1	Waverley Housing may also reimburse tenants upon vacating the property for certain other improvements carried out where the improvements remain as part of the property and is seen as a tangible asset.
3.2	Tenants will be advised, upon application, whether or not certain improvements will qualify in terms of the reimbursement scheme notwithstanding the fact that approval for the improvement may be granted.
3.3	Reimbursement will be made in accordance with the Tenant's Reimbursement Formula (see section 4.1) and only for improvements that are not likely to unduly affect the ability to let the house to another tenant at some future date.

3.4	Tenants are not permitted to carry out unapproved alterations or improvements to their home.
3.5	Applications for reimbursement will only be accepted for approved improvements but not in cases where the tenant was advised at the time of seeking approval that the improvement would not be subject to the reimbursement scheme.
3.6	All applications for approval to carry out an improvement shall be held on file by Waverley Housing along with a copy of the approval given or denied.
3.7	When upon the vacating of a property a tenant wishes to make a claim for reimbursement for improvements carried out they must do so in writing within the notice period and no later than the termination date.
3.8	When making a claim tenants should provide documentary evidence as to the cost of the improvement and the date upon which the improvement was carried out.
3.9	Where the tenant is unable to provide such documentary evidence an estimate of the cost of works will be made by the Property Services Manager.
4	Calculation for Compensation and Reimbursement
4.1	In both cases of compensation and reimbursement the calculation for the sum due shall be as follows: Cx((1-Y)/N) where C is the total cost of the agreed improvement based on receipts or receipted accounts from which shall be deducted the amount of any grant made; Y is the number of years starting on the date on which the improvement was completed and ending on the date on which the tenancy ends (part of a year shall count as a year) and N is the notional life of the improvement effected by the work.
5	Unapproved Improvements or Alterations
5.1	Upon vacating a property where an improvement or alteration has been carried out Waverley Housing shall have sole discretion on whether the improvement or alteration may remain or the tenant is instructed to remove it and fully reinstate the property to its condition prior to the improvement or alteration. In either event the tenant shall not be entitled to compensation or reimbursement.
6	Listing of Qualifying Improvements
6.1	The following is a list of qualifying Improvements in respect of the Right to Compensation for Improvements this includes installing, replacing or fitting: <ul style="list-style-type: none"> • A bath or shower; • Cavity wall insulation; • Sound insulation;

	<ul style="list-style-type: none"> • Double glazing, replacing external windows or fitting secondary glazing; • Draught-proofing external doors or windows; • Pipes, water tanks or cylinders; • A kitchen sink • Loft Insulation • Rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors); • Security measures other than burglar alarms; • Space or water heating; • Storage cupboards in a bathroom or kitchen; • Thermostatic radiator valves; • A wash-hand basin; • A toilet; • A work surface for preparing food; • Mechanical ventilation in bathrooms and kitchens. <p>DECORATING THE INSIDE OF THE HOUSE DOES NOT QUALIFY FOR COMPENSATION</p> <p>To qualify for compensation the claimant must be a Scottish Secure Tenant, the improvement must have been approved by Waverley Housing, in writing, and the improvement must have been carried out to your home on or after the effective date of Waverley Housing's Registration as Social Landlord (i.e. 1st March 2003).</p>
7	Requirement to provide estimate and receipts etc.
7.1	At Waverley Housing's discretion, tenants may be required to produce a minimum of two estimates for the price of the works being proposed. Waverley Housing may also require that receipts be provided to show the actual sum paid in order to establish whether it was more or less than the estimate value, and where there is a difference, reserves the right to meet the lower sum only.
7.2	Waverley Housing reserve the right to pre inspect and post inspect all works. No permission shall be granted for works to be carried out without a pre inspection having been made and a schedule of works agreed. No refunds shall be made unless a post inspection has been carried out and the works are signed off by both Waverley Housing and the tenant(s) as to the required standard.
7.3	Waverley Housing shall require the tenant to remedy any defects or any work not done to the required standards, in lieu of which Waverley Housing may carry out such works itself and either recharge the tenant or withhold all or any payment that might otherwise fall due as far as that is permitted by law.

8	Training
8.1	Waverley Housing will ensure that the relevant employees have the appropriate level of skills and knowledge to deal efficiently with Compensation and Reimbursement claims for home improvements.
9	Complaints
9.1	Tenants who feel that Waverley Housing has not dealt properly with their claim for compensation or reimbursement in accordance with their statutory rights or in accordance with this policy have the right to complain. Complaints will be dealt with in accordance with Waverley Housing's Complaints Policy a copy of which can be obtained on request. Tenants also have the right to refer the matter to the Scottish Public Services Ombudsman upon exhaustion of the complaints and appeals process.
10	Policy Review
10.1	This Tenants Reimbursement Policy has been approved by the Board of Waverley Housing and will be subject to regular review by the Property Committee in accordance with Waverley Housing's policy review procedures.