



**Craigdale**  
HOUSING ASSOCIATION

## **REDRESS POLICY**

**Date of Approval: 30.06.26**

**Date of Next Review: 2029**

**Craigdale Housing Association can provide this document on request, in different languages and formats, including Braille and audio formats.**

# REDRESS POLICY

## 1.0 Introduction

- 1.1 We aim to provide the best service we can to all tenants, but occasionally circumstances will arise when it is appropriate for us to pay compensation (in the form of money, a gift, or a service) to recompense tenants for poor service or a loss, that is not otherwise covered by insurance.
- 1.2 We will endeavour to apply a suitable remedy at an early stage when service failures occur. The remedy will show our commitment to getting things right and learning from complaints.

## 2.0 The Law and Good Practice

- 2.1 This compensation procedure does not apply where a tenant has made a claim for compensation to the Scottish Public Services Ombudsman. In such cases we will pay compensation as directed by the Ombudsman if that is the outcome of the claim.

### **The Right to Repair (Housing (Scotland) Act 2001)**

- 2.2 Our tenants have several statutory rights, details of which are as follows: -

The Right to Repair scheme covers certain repairs up to the value of £350 and compensation may be paid if the following repairs are not completed within set timescales:

-

- Unsafe power or lighting sockets or electrical fittings
- Loss or part loss of electric power
- Loss or part loss of gas supply
- A blocked flue to an open fire or boiler
- External windows, doors or locks which are not secure
- Loss or part loss of space heating if no alternative heating is available
- Blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house)
- Toilets which do not flush (if there are no other toilets in the house)
- A blocked sink, bath or drain
- Loss or part loss of water supply
- Significant leaking or flooding from a water or heating pipe, tank or cistern
- Unsafe rotten timber flooring or stair treads
- Unsafe access path or step
- Loose or detached handrails or banisters
- Broken mechanical extractor fan in a kitchen or bathroom which has no external window or door.

- 2.3. When a tenant reports an emergency or urgent qualifying repair we will state who will do the repair (i.e., which contractor) and when it should be completed. If a repair is not carried out within time the tenant must let us know and a new time limit will be agreed. The new time limit must be equal to or less than, the original timescale given. Refer to Appendix 7 for further details.

- 2.4 If a repair is not completed within the second period the tenant should be paid compensation as follows:-
- A 'one off' compensation payment of £15, plus £3 for each working day the repair remains outstanding, up to a maximum of £100. Refer to Appendix 8 for further details.

2.5 Compensation will not be paid if:

- The tenant has failed to give access to us for the work to be inspected or carried out.
- Contractors have had to order spare parts and the tenant has been kept informed.
- A variation to the original works order is necessary, which changes the repair priority.

2.6 Compensation will be paid, by us, direct to the tenant, subject to the criteria being met. We will then claim from the contractor for the value of compensation paid.

### **Compensation for Improvements (Housing (Scotland) Act 2001)**

2.7 Compensation for improvements will allow tenants to be recompensed at the end of their tenancy for specific types of improvements that they have undertaken at their own cost and with our approval on or after 30 September 2002. Claims should be made in writing within a period starting 28 days before, and ending 21 days after, the tenancy comes to an end.

2.8 Only certain improvements qualify for compensation and these are:

- Installing new bath or shower
- Cavity wall insulation
- Sound insulation
- Double glazing, replacement windows or secondary double glazing
- Draught proofing external doors or windows
- Insulation of pipes, water tanks or cylinders
- Kitchen sink
- Loft insulation
- Rewiring, providing power or lighting or adding other electrical fixtures (including smoke alarms)
- Security measures excluding burglar alarms
- Storage cupboards in bathroom or kitchen
- A toilet
- Work surfaces for preparing food
- Insulation of mechanical ventilation in bathrooms and kitchens
- Space and water heating
- Thermostatic radiator valves
- Wash hand basin

2.9 Compensation will only be paid where we have given written permission prior to the work being undertaken. In seeking such permission tenants must submit 3 estimates from contractors and inform us which estimate they choose and why. DIY improvements will not be considered.

We will not unreasonably withhold permission. The tenant has the right of appeal to the Sherriff court if permission is withheld.

2.10 We should advise the tenant;

- That any compensation given at the end of the tenancy will allow for depreciation i.e., it will be less than the tenant paid for the work.
- Any compensation due to the tenant at the end of their tenancy will be deducted from any money they owe to us.
- If we terminate the tenancy through legal action, the tenant will not be entitled to compensation.
- The tenant will not be entitled to compensation should the property be purchased under the Right to Buy Scheme.

2.11 Compensation should be calculated using the formula contained within Scottish statutory instrument 2002 number 312. The list of notional life spans for qualifying improvements is set out in Appendix 2. The maximum compensation payable is £4,000 and the minimum £100.

### **Compensation for The Investigation and Commencement of Repair (Scotland) Regulations 2026**

2.12 It is proposed that the provisions for damp and mould compensation will be enacted on 6<sup>th</sup> October 2026. These will involve compensation for landlords who don't adhere to the strict investigation and communication timescales outlined. The level of compensation has not yet been decided but will be inserted into this policy once known.

## **3.0 Our Procedure Objectives**

3.1 The aim of this procedure is to:

- Set out the circumstances where compensation may be payable and the maximum level of awards payable
- Set out the Ex-gratia Payment regime, See Appendix 3
- Detail the scope and applicability of this procedure
- Detail how this will be monitored and reviewed

3.2 We will ensure that all individuals are treated equally and fairly in accordance with our Equality and Diversity Policy in the operation of this procedure.

3.3 Our procedure is applicable to all tenants, irrespective of tenure. Where compensation awards are tenure specific this will be indicated in the procedure.

3.4 The ex-gratia payment regime – allowances for works in tenants' homes is also included at Appendix 3.

3.5 It details Contractual and Discretionary circumstances where compensation maybe payable to tenants. There are also Statutory circumstances where compensation maybe payable to tenants, for example, Home Loss and Disturbance payments. It sets out ex-gratia payments when tenants experience disruption due to large scale repairs or improvements.

3.6 This procedure, does not deal with compensation claims for personal injury which are subject to our insurance policy cover. In these instances, tenants should be advised that their claim for compensation will be dealt with through an insurance claim route rather than through our formal Compensation and Redress Procedure and that separate timescales will apply.

## 4.0 Implementing our Procedure Principles

- 4.1 Claims for compensation from tenants do not need to be in writing. The colleague dealing with a request from a tenant should complete the standard proforma (attached at Appendix 1) with the tenant. In some instances, a home visit may be required to inspect damage or to discuss the claim in more detail.
- 4.2 All claims should be acknowledged in writing within 5 days and the claimant informed within 21 days (15 working days) as to whether the claim is accepted, rejected, or referred to our insurers.
- 4.3 Should a claim be made through the tenants Home Contents Insurance, or any other insurance policy, further claims cannot be made under this procedure, as this would constitute insurance fraud, except for the recovery of a policy excess.
- 4.4 Claims will not be considered for loss or damage caused by;
- The tenant, their visitors, another tenant, or an adjacent occupier
  - Any alteration to the property or its services carried out by the tenant without permission or to an inadequate standard
  - Burst pipes, backed up drains or other events, which could not have been predicted and or were not previously reported.
  - In the above instances, tenants should be directed to make a claim on their home insurance or to approach the third party responsible for compensation.
  - If the damage has been caused in some other way e.g., by a roof leak of which we had no knowledge before the event, or by your neighbour's washing machine leaking, it is not our responsibility to make good your loss. All tenants are encouraged to arrange home contents insurance to cover the first of these circumstances and the person responsible should reimburse you for the second type of problem.
  - Wear and tear
  - In the event that a tenant considers we have breached the tenancy agreement in respect of property condition then this should be dealt with through a claim against us via our insurers, in which case this procedure will not apply.
  - In the event that a tenant considers we have been negligent then this should be dealt with through a claim against us via our insurers, in which case this procedure will not apply.
- 4.5 Circumstances should be confirmed where a claim for compensation is made. Where specifics cannot be confirmed the colleague taking responsibility for the claim should take a view as to whether to make an award of compensation.
- 4.6. Compensation of up to £150 may be awarded. In determining the amount of compensation that should be payable consideration should be given to:
- The severity of our mistake
  - The inconvenience caused
  - The length of time suffered
  - Failures in complaint handling

4.7 The following table provides further guidance on the levels of compensation awards dependent on the application of the three key criteria above, which may be a combination;

Severity of mistake		Inconvenience		Length of time	
High	£25-£50	High	£25-£50	High	£25-£50
Medium	£10-£25	Medium	£10-£25	Medium	£10-£25
Low	£5-£10	Low	£5-£10	Low	£5-£10

4.8 Low and medium level awards of £5.00 - £25.00 should be used to recover situations where we have made a mistake and we wish to say sorry and present a positive image of the Association. These awards can be in the form of money, or a gift such as flowers or a voucher, if this is thought more appropriate.

4.9 The failure to provide a service where a tenant pays a service charge (applies to tenants paying a service charge in addition to their rent)

4.9.1 The above is applicable to tenant tenants who pay for services in addition to their rent **only**.

4.9.2 Service charges will be amended retrospectively to take into account actual services provided and charges made.

4.10 Where rooms/amenities cannot be used

4.10.1 If part of a tenant's home or its amenities is unavailable due to repairs, which we are responsible for carrying out, compensation may be awarded. This should be calculated based on the rooms that are out of use and the amount of rent payable. Compensation will only be payable where the time period is excessive or unreasonable.

4.10.2 In these cases we should make a compensation payment equivalent to a pro rata of the number of rooms in the property. For example, four rooms and one cannot be used would be 25%.

4.10.3 Where the whole of a property cannot be used while major work is done temporary alternative accommodation shall be provided. In these circumstances where a tenant has to be 'decanted' all reasonable costs associated with the decant will be met by us.

4.11 Compensation payments – the right to offset

4.11.1 Monetary compensation awards will be paid to claimants. 'Compensation' can be offset against arrears or other debts owed to us but not 'loss and damage' or 'costs reasonably incurred' payments. These should always be paid.

4.11.2 For clarity 'compensation' is money paid to account for things that are difficult to measure, such as inconvenience or feelings. Loss or damage relate to financial loss and/or damage to belongings.

## 5.0 Performance Management

5.1 Compensation awards will be recorded to allow our Senior Management Team to analyse payments made. This information will be reviewed annually.

## **6.0 Development and training**

6.1 The Senior Management Team will identify trends, provide additional guidance to ensure the consistency of awards made and identify areas for Customer Service training and development.

## **7.0 Our positive action initiatives**

7.1 When we undertake large scale repair or improvement work, we recognise that our tenants should be compensated for the disruption by the payment of an ex-gratia in some circumstances.

7.2 The following are compensation events where we at our discretion, have decided to pay compensation to tenants;

7.2.1 Compensation may be paid if a tenant's decorations, furniture or personal items are damaged due to the neglect of a member of our staff or a contractor undertaking repair work on our behalf.

7.2.2 We must receive any request for compensation due to damage within six weeks of the loss or damage being caused. The tenant should be asked to retain any damaged items for inspection. No claim will be considered where the damaged decorations or goods have been made good, replaced or disposed of prior to inspection.

7.2.3 All claims should be inspected and a recommendation made on compensation payable. Compensation may be awarded where:

- The loss or damage is due to the neglect, act or omission of our employees or a contractor undertaking work on our behalf.
- The award of compensation may be affected by the following factors:
- The tenant has made reasonable access arrangements for the us and its contractors to deal with the problem.
- The tenant has taken reasonable steps to mitigate the extent of the damage.
- The tenant has not significantly contributed to the damage as a result of any other act or omission.

7.2.4 Where furniture or fittings are not a 'write off' and can be repaired, compensation should be calculated to cover the cost of repair or professional cleaning. If however, the damaged item is beyond repair, compensation should be agreed for the full replacement value, allowing for depreciation.

7.2.5 Where an external contractor causes damage to possessions, we will seek to obtain reimbursement of the compensation amount paid from the contractor after the compensation has been offered and accepted by the tenant to avoid undue delays for the tenant.

7.3 Service failure – including "Sorry" awards

7.3.1 Whilst we aim to deal with complaints quickly and fairly situations will occur where it is appropriate to pay a small amount of compensation, send flowers or give a voucher to say we are "Sorry".

7.4 The award should be used to compensate:

7.4.1 **Time and Trouble** - if a tenant feels that they have had to spend excessive amounts of time or incurred unreasonable costs in pursuing a complaint or getting repairs or other work done. This may be evidenced by our own internal service standards not being met, or

7.4.2 **Inconvenience** - if a tenant feels that something that we have done or not done has caused them unreasonable inconvenience.

7.5 Authorisation levels for compensation are as follows:-

- Up to £75 any staff member
- Up to £150 Directors and above

## 8.0 Dealing with appeals

8.1 Appeals by tenants against a decision related to payment of compensation should be made using the Association's Complaints Policy.

## 9.0 Review procedures

9.1 This procedure will be reviewed every 4 years in line with our Complaint Handling Policy and procedure or sooner if deemed necessary.

## 10.0 Confidentiality and data protection

10.1 With regards to other confidentiality guidance; please refer to our Confidentiality Guidance Note.

10.2 With regards to data protection; please refer to our Data Protection Policy

## 11.0 Equal Opportunities

11.1 We aim to ensure that all services, including the delivery of this policy, provide equality of opportunity.

11.2 We will respond to the different needs and service requirements of individuals. We will not discriminate against any individual for any reason, including age, disability, gender re-assignment, marriage, civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, or other status.

## 12.0 Review Cycle

12.1 This policy will be reviewed on a three-yearly cycle or earlier if legislation changes.

## Appendix 1



### Compensation request form – INTERNAL DOCUMENT FOR STAFF USE

<b>Name</b>	
<b>Address</b>	
<b>Date of request for compensation</b>	
<b>Which of the following is compensation being claimed</b>	<b>Tick as appropriate</b>
<b>Compensation for Improvements</b>	
<b>Right to Repair</b>	
<b>Service failure</b>	
<b>Loss and Damage to possessions</b>	
<b>Costs reasonably incurred</b>	
<b>Failure to provide a service where a charge is levied</b>	
<b>Loss of a room/amenities</b>	
<b>Details of the claim</b>	

<b>Amount of compensation being awarded and for which category of compensation</b>	
<b>Justification for the award</b>	
<b>Awarded by</b>	

**Monitoring Information**

<b>Date offer Sent Code of Conduct (formerly Schedule 7) checked</b>		<b>Department</b>	
<b>Offer accepted</b>		<b>Area</b>	
<b>Amount to be off set Against Rent/ Service charge account, if any</b>		<b>Resolved in 21working days</b>	<b>Yes/No</b>
<b>Amount to be sent to tenant</b>		<b>Acknowledged in 5 working days</b>	<b>Yes/No</b>

## Appendix 2

### **QUALIFYING IMPROVEMENTS AND FORMULA FOR CALCULATING AMOUNT OF COMPENSATION**

Below is a list of improvements that tenants can make to their home at their own cost:

<b>Qualifying Improvements</b>	<b>Notional Life(years)</b>
Bath or shower	12
Wash-hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other external window replacement or secondary glazing	20
Rewiring and the provision of power and lighting or other electrical fittings (including smoke detectors)	20
Any object which improves the security of the dwelling, but excluding burglar alarms	15
Sound insulation	20
Installation of mechanical ventilation in kitchens and bathrooms	7

**The formula for calculating the amount of compensation is as follows:**

$$\frac{C}{N} \times (N-Y)$$

C= Cost of the improvement (less any grant received)

N= Notional life of the improvement

Y= Number of complete years since the improvement was made (part years are rounded up)

### **Right to compensation for improvements – example**

A tenant installs a bathroom suite costing £480.00. The notional life is 12 years  
The improvement is discounted at £40 per year

The tenant claims compensation 4 years after the improvement is made.

Notional life minus number of year's improvement completed

12 years – 4 years = 8 years. Cost divided by notional life =

Depreciation/discounted amount

£480/12years = £40 per annum

Depreciation x number of years

£40 x 8 years = £320

Total compensation due =£320

## **Appendix 3**

### Ex Gratia Allowances for Works in Tenant's Homes

#### CONTENTS

1. Introduction
2. Principles, aims and objectives
3. Equal opportunities statement
4. Legal and regulatory framework
5. Ex-gratia allowances
6. Procedures

## **1. Introduction**

- 1.1 The aim of the procedure on the payment of ex-gratia allowances in relation to improvement works is to set levels of payment. This procedure applies to all tenants who have a Scottish Secure Tenancy or a Short Scottish Secure Tenancy with the Association and new tenants at the start of the tenancy.

## **2. Principles, Aims and Objectives**

- 2.1 The objectives of the scheme are to:

- Follow good practice by paying ex-gratia allowances to tenants to assist them in meeting the costs arising from damage to internal decoration where major internal works are carried out through our Investment Programme.
- The allowances can be used as a guide when compensating tenants for damage to their homes related to larger scale or disruptive repairs.
- Ex-gratia allowances are intended as a contribution towards the cost of materials and equipment needed to carry out internal redecoration work. Decoration allowances are intended to allow tenants choice in the decoration of their home. The allowances are not intended to meet the full costs involved.

## **3. Equal Opportunities Statement**

- 3.1 Craigdale is committed to providing fair and equal treatment for all its stakeholders.
- 3.2 This procedure complies with our Equal Opportunities Policy.

## **4. Legal and Regulatory Framework**

- 4.1 The Association will ensure that the procedure complies with current legislation and promotes good practice

The legislation particularly relevant to this Procedure includes:

- The Housing (Scotland) Act 2001 Section 27 and Schedule 4 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.
- The Association requires any contractor to 'make good' any damage that they may have caused e.g. repair and prepare surfaces for redecoration, but not to redecorate.
- Para 2.2 of the Association's Scottish Secure Tenancy Agreement states that the tenant must take reasonable care to prevent damage to the decoration of the property.
- Para 5.14 states that if we damage the house or property of a tenant in connection with inspections, repairs or improvements or entry, we will repair the damage or compensate you for your losses

- Para 5.17 of the Association's Scottish Secure Tenancy Agreement 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.

## 5. Ex-Gratia Allowances

5.1 An ex-gratia decoration allowance may be awarded in any of the following circumstances:

- Example 1: when a new tenant moves into a property where the standard of decoration is below a reasonable standard as defined by the minimum letting standard;
- Example 2: following any responsive repair work carried out by us where the decoration has been extensively damaged, at the discretion of the Maintenance Services Officer; or
- Example 3: following any improvement work carried out by Craighdale and it is deemed necessary for a decoration
- Example 4: when temporary heaters or dehumidifiers are required in a tenants' home

5.2 Ex-gratia Allowances

### a. Response Repairs

An ex gratia allowance can be paid where responsive repair work has been carried out by Craighdale where the decoration has been extensively damaged. The number of rooms affected will be assessed by the Maintenance Services Officer.

### b. Investment Programme

Allowances should be paid to tenants towards the cost of decoration arising from damage to internal decoration and disruption, where major internal works are carried out through our Investment Programme.

### Internal Improvements

Where kitchen or bathroom renewal is carried out, we will redecorate the room to a standard specification and no ex-gratia payment will be made.

Making good of decoration is included in other internal works contracts and an ex gratia allowances will only be paid where there is significant, unavoidable damage to decoration. An ex-gratia allowance should be paid for the affected room(s) at the rate set out in Table 1.

### Rewiring Electrical Installations

Rewiring a property causes the greatest disruption to decoration. Therefore compensation should be paid at the levels set out in Table 2.

## Central Heating

Where heating systems are being replaced, contractors have been instructed to hang replacement radiators in the same position as the existing unless otherwise instructed by the tenant. However, in some cases the new radiator may be smaller, thereby affecting decoration. An ex-gratia allowance should be paid for the affected room(s) at the rate set out in Table 1.

## Focal Fires

When the amenity of a focal fire (gas or solid fuel) is lost permanently, and not replaced, as part of the heating installation, a sum of £150 shall be paid. In a case where the solid fuel system is replaced with another solid fuel system, compensation is not due. It is not intended to meet any decorative disruption which is covered elsewhere in the policy and when a fireplace is renewed there may be decorative allowance.

### c. Temporary Heating or Dehumidifiers

When a heating system is not working and the tenant is given temporary electrical heaters, the tenant will be compensated at the rate of £5 per week for the period that the temporary heaters are in place.

When a dehumidifier is required for a temporary period, the tenant will be compensated at the rate of £5 per week for the period that the temporary dehumidifiers are in place.

## Payments

5.3 The ex-gratia allowances payable are set out in Table 1 and 2.

Table 1 – Ex-gratia room allowance

Room	Allowance
Living Room	£94.00
Hall	£52.00
Hall with stairs and landing	£78.00
Bedroom	£42.00
Bathroom	£31.00
Kitchen	£31.00

This equates to an allowance of £340 for a three bedroom property.

Table 2 – Ex-gratia room allowance for re-wiring works

Property Size	Solid Wall Properties	Non Solid Wall Properties
1 bedroom	£295	£250
2 bedroom	£335	£295
3 bedroom	£395	£335
4 bedroom	£440	£375

## 6. Procedures

6.1 The standard forms on the scheme for ex-gratia allowances are in Appendix 4

6.2 On 1 April each year the allowances and payments for ex-gratia allowances will be increased in line with the inflation rate used for the rental increase at the base rate.

- 6.3 Where the tenant has a housing related debt with us (for example rent arrears, heat or service charges, court expenses, rechargeable repairs) the sum of the debt should be deducted from any ex-gratia allowance.
- 6.4 Any ex-gratia payment will be charged against the budget that relates to the work type being undertaken i.e. the Investment ex-gratia budget for investment works and the response repairs ex-gratia budget for repair works etc.



## Appendix 4 Application form for ex gratia allowance

Name of Tenant(s) «Lead_tenant_title» «Lead_tenant_initials» «Lead_tenant_surname» «AutoMergeField» «Joint_tenant_title» «Joint_tenant_initials» «Joint_tenant_surname»	House Ref «Property_reference»
Address «House_number» «Address_line_1», «Address_line_2», «Address_line_3» «Post_code»	House Size «No_of_bedrooms» bedrooms

Please tick where appropriate.

<input type="checkbox"/>	Rewiring	Contract No (if required)
<input type="checkbox"/>	Temporary Heating / Dehumidifier	
<input type="checkbox"/>	Removal of Open Fire	
<input type="checkbox"/>	Significant Damage to Decoration	

Please note where a tenant has an outstanding debt to Craigdale, then the ex-gratia payment will be credited to that debt.

**Please provide us with the following details, payments will now be made directly into your bank account.**

Bank Name .....

Branch .....

Account No ..... Sort Code .....

Account Name .....

Email .....

Signature of tenant(s).....

.....

Date .....

Note: If tenancy is in joint names but tenants are not married then both signatures are required.

**FOR OFFICE USE ONLY**

£ ..... Total Ex-Gratia Payment      Signature .....      Date.....

Accounts Outstanding:                  Rent Amount £.....      As at (date).....

Balance Paid to Tenant £ .....

Reasons for application plus description – To be completed by Craigdale staff

Photos included - Yes/No

## CATEGORIES OF EX-GRATIA PAYMENT

<b>CATEGORY 1</b>	<b>(Solid Wall Properties)</b>	<b>(Non Solid Wall Properties)</b>
<b>REWIRING</b>	1 Bedroom	£250
	2 Bedroom	£295
	3 Bedroom	£335
	4 Bedroom	£375
<b>CATEGORY 2</b>	<b>Room</b>	<b>Allowance</b>
<b>WORK OF EXCEPTIONAL</b>	Living Room	£94.00
<b>NATURE/SIGNIFICANT</b>	Hall	£52.00
<b>DAMAGE TO DECORATION</b>	Hall with Stairs & Landing	£78.00
	Bedroom	£42.00
	Bathroom	£31.00
	Kitchen	£31.00
<b>CATEGORY 3</b>		
<b>REMOVAL OF GAS FOCAL/SOLID FUEL FIRE</b>	£150	
	<b>Amount per Week</b>	
<b>TEMPORARY HEATER</b>	£5.00	
<b>TEMPORARY DEHUMIDIFIERS</b>	£5.00	

Craigdale is not liable for any damage done to internal decoration or other decorative finish arising from any cause, however, where houses have been affected by major improvements or repairs, 'ex-gratia' payments may be made to tenants in respect of disturbance experienced by them. Craigdale is under no obligation to make such payment and in the event of them doing so, does not constitute an admission of liability. Craigdale also recognises that on occasions tenants may be supplied with temporary heaters when the installed heating fails. Craigdale will make an ex-gratia payment toward the cost of running these heaters until the installed heating has been replaced or repaired. This will only apply if no other property heating is available. On the rare occasion that Craigdale supply a temporary dehumidifier an ex-gratia payment will be made to cover the additional cost of electricity for the period the dehumidifier is in place.

Remittances will be sent via email wherever possible

### Data Protection Act

All personal information provided by you and any information relating to your ex-gratia payment will be treated in confidence and will not be disclosed to any third parties, except where permitted by law or where your consent has been received. The information will be held in our computer systems and in structured manual files and will be used in the following ways:

- To assess your eligibility for an ex-gratia payment
- To calculate the amount of your ex-gratia payment less any deduction

These uses of your personal information are covered by our registration under the Data Protection Act 1998. Under the terms of the Act, you have the right to obtain a copy of the information we hold about you, upon payment of the appropriate fee.

# Appendix 5 Special Payment Request

Craigdale Housing Association  
 Chief Executive Officer: Linda Chelton

To: Finance Team

**Please complete in Block Capitals**

## 1. Details of payment

Name of Payee:	
Full Postal address of Payee:	
Bank Account details of Payee: <small>for BACS payments only</small>	
Total Amount payable:	
VAT amount:	
Creditors VAT registration number:	
Reason for payment:	
Reference to be enclosed with payment:	

## 2. Payment terms

Tick here if an enclosure is to be sent with payment (please attach enclosure to this form)	<input type="checkbox"/>
Tick here and provide reason if cheque is to be sent to office for forwarding:	<input type="checkbox"/>
Reason:	

## 3. Financial coding for payment

Amount	VAT category	Section	Function	Location	Account	Description

**VAT Category reference**

IE	Input Exempt	IRP	Input reduced rate (partially recoverable)	ISM	Input Standard (Maint Program)
IN	Input Non-recoverable	ISF	Input Standard	IZ	Input Zero
IRF	Reduced Rate			IRM	Reduced Rate (Maint program)

## 4. Member of staff requesting payment

Name:		Telephone:	
Signature:		Date:	

## 5. Signature of member of staff certifying correctness of payment

Print name:		Date:		<b>Finance Use</b> <input type="checkbox"/>
Authorised signatory:				

## Appendix 6 – Defects, repairs of which are qualifying repairs and maximum time for completion

<b>Defect</b>	<b>Maximum period in working days</b> (from date immediately following the date of notification of the qualifying repair or inspection)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Electrical power: Loss of electrical power	1
Partial loss of power	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Water supply: Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in kitchen or bathroom not working	7

## Appendix 7

If a tenant reports an emergency or urgent qualifying repair, we will:-

- inform the tenant if we need to inspect to see if it qualifies
  
- inform the tenant if it qualifies, and if so:
  - (a) make arrangements with the tenant for access
  
  - (b) inform the tenant of the maximum period for completion and the last day (see Appendix 5 and 7)
  
  - (c) inform the tenant of the name, address and telephone number of the primary contractor and at least one other of our listed contractors
  
  - (d) warn the tenant to give us reasonable opportunity for access for inspection (if we need to) and for the work
  
  - (e) warn the tenant that the maximum period may be suspended during exceptional circumstances beyond the control of us or our listed contractor
  
  - (f) warn the tenants of their rights
  
  - (i) we will pay the repair cost to the contractor up to a maximum of £350. The tenant will pay the remainder.
  
  - (ii) if the primary contractor has not started work by the last day, the tenant may instruct another listed contractor (unless this would break a relevant guarantee that we hold). A second maximum period starts on the working day after the tenant instructs the new contractor.
  
  - (iii) if the primary contractor has not completed the work by the last day of the first period, we will pay compensation to the tenant for any period after the second maximum period.
  
  - (iv) we will tell the tenant of any suspension of the period.
  
  - (v) we will tell tenants annually in writing of the above rights with a list of willing contractors.
  
- We will:
  - (a) Keep a list of willing contractors
  
  - (b) For any qualifying contractor, issue a works order to the primary contractor with details of the repair, access

arrangements, the maximum period and the last day

- (c) When we hear from a second contractor, supply a copy of the works order to it
- (d) Inform the second contractor of the maximum period applying to it
- (e) Inform the tenants in writing annually of these rights with a list of willing contractors

## Appendix 8 – Worked Example

### September

#### Friday 7<sup>th</sup>

- Tenant tells us about unsafe timber flooring. We decide not to inspect, issues
- Works order issued to the primary contractor and notifies the tenant

#### Monday 10<sup>th</sup>

- First day of maximum period (lasting seven working days for flooring)

#### Tuesday 18<sup>th</sup>

- Last day - If work not started by then, a second contractor may be instructed

#### Wednesday 19<sup>th</sup>

- Work not started - second contractor instructed

#### Thursday 20<sup>th</sup>

- First day of new maximum period

#### Friday 28<sup>th</sup>

- Last day

If work not completed within the second maximum period, we will pay compensation to the tenant.

### October

#### Monday 8<sup>th</sup>

- Work completed

### We will pay the tenant

£3 per day for 6 working days	£18
Plus £15 for each case	£15
Compensation payable (up to a maximum of £100)	£33