

A meeting of the Board will take place on
Wednesday 19 March 2025 at 7.00pm
in the Hayman Room, ELHA Head Office

Please advise staff if you are unable to attend

Karen Barry
Secretary

B U S I N E S S

GENERAL

1. Apologies
2. Declaration of Interest by Board Members
3. Minutes of 20 February 2025 – **for approval**
4. Action List – for information
5. Matters Arising

GOVERNANCE

6. Secretary's Report – for information

PERFORMANCE

No reports

PRIORITY ITEMS

7. Charitable Donations 2023/24 – **for approval**

POLICIES

8. Policy Review Summary – for information
9. Authorisations and Standard Charges / Allowances – **for approval**
10. Damp, Mould & Condensation Policy – **for approval**

BUSINESS MANAGEMENT

11. Tenancy Debt Write Off – **for approval**

ANY OTHER BUSINESS

DATE OF NEXT MANAGEMENT COMMITTEE MEETING

Thursday 29 May 2025 at ELHA Head Office, Haddington, at 7.00pm

Action List

Report by Martin Pollhammer, Chief Executive – for information

The table below sets out the required actions agreed at the last meeting of the Management Committee on 20 February 2025, and confirms the actions taken.

Minute Ref	Action Required	Action By	Action Taken
3	Publish the minutes and papers from the February 2025 meeting on elha.com	ES	Complete
11	Check formatting and update the Board Members Training Policy in the ELHA File Structure, Board area of elha.com and update the Policy Review Timetable	ES	Complete

Secretary's Report – for information

1.0 Membership

No new applications for membership have been received.

2.0 Use of Seal for Homologation

No use of the Seal to report.

Charitable Donations 2024/25

Report by Martin Pollhammer, Chief Executive – for Approval

1.0 Donation Policy

The Association's accumulated surplus at 31 March 2024 was £16.5m. The Association's Sponsorship and Donations policy permits it to expend up to 0.5% of the preceding year's audited accumulated surplus, to a maximum of £1,000. As 0.5% of last year's accumulated surplus is £83k, the Association may donate £1,000 this financial year.

The Association may give donations to East Lothian based community projects which are registered charities, and to National Housing Charities.

The Board is responsible for approving donations.

2.0 Proposed Donation 2024/25

It is proposed that, as in previous years, a charitable donation of £1,000 be made to the East Lothian Care & Repair Charitable Trust. The Trust is an Eligible Charity in terms of the Association's policy. The Trust uses its income to help individual Care & Repair clients who are struggling to find the funding for the adaptations they need.

The Trust is administered by the Association's Care & Repair Service staff and its Trustees include Management Committee Member David Rose. Given the conflict of interest, David will leave the meeting during the discussion of this item.

Recommendation

The Board is asked to approve a donation of £1,000 to the Care & Repair Charitable Trust during the year ending 31 March 2025.

Policy Review Summary

Report by Martin Pollhammer, Chief Executive – for information

The table below sets out policies reviewed by the Senior Management where they have Delegated Authority to undertake the review, since the last ELHA Board meeting.

Policy Title	Reviewed By	Where the revised policy is available
Domestic Abuse	Karen Barry	Policy section of elha.com
Domestic Abuse in the Workplace	Karen Barry	Policy section of elha.com
Lone Working	Karen Barry	Policy section of elha.com
Treasury Management	Gary Alison	Policy section of elha.com
Privacy Policy*	Martin Pollhammer	Policy section of elha.com

- * This was an unscheduled update following a review undertaken by Anderson Strathern as part of the exercise of preparing contracts with Wyser for the ASSIST software licence

Date Issued August 1996

Last Reviewed March 202~~5~~⁴

Department Finance

Title **Authorisations and Standard Charges / Allowances**

Objective To describe the authorisation processes, responsibilities and authority levels and standard charges / allowances to be used within the Group.

Responsible Director of Finance & Corporate Services

Next Review Date March 202~~6~~⁵

Contents

1. Authorisation of Documentation
2. Authorisation of Expenditure
3. Authorisation / Signing of Cheques, Standing Orders, Direct Debits and BACs Payments
4. Authorisation of Ex Gratia Payments
5. Authorisation of Write Offs
6. Authorisation of Credit Refunds
7. Procurement Policy – Quotation / Tender Requirements
8. Administration Fees
9. Chargeable Repairs
10. Decoration Allowances for Tenants
11. Decant/Disturbance Allowances
12. Tenancy Sustainment
13. Staff Allowances
14. Staff Call-Out Rates
15. ~~Management Committee~~ / Board Member Allowances
16. Capitalisation of Expenditure
- ~~17.~~ Rental Income
- ~~17.~~18. Fair Work First Statement
- ~~18.~~19. Review of Policy

Appendices

- Appendix 1 – Table of Authorisation of Documentation
- Appendix 2 – Table of ELHA & ~~R3~~ Expenditure Authorisation Levels
- Appendix 3 – Table of R3 Expenditure Authorisation Levels
- Appendix 4 – ELHA Fair Work First Statement
- Appendix 3 – List of Chargeable Items

1.0 AUTHORISATION OF DOCUMENTATION

- 1.1 The levels of authorisation for signing various documentation are include in **Appendix 1**. Contract approvals mean both contracting with suppliers for goods, services and works and for providing goods, services and works to buyers.
- 1.2 Staff approving grant approvals for new build projects must provide the relevant information to support the Project Approval / Acceptance. This is in accordance with our procedures.
- 1.3 In addition to ELHA staff, Places for People (PfP) staff are authorised to sign/submit documents in line with levels of authorisation in **Appendix 1**.

The staff authorised at PfP to do this on behalf of ELHA are;

- Senior Development Manager
- Development Manager
- PfP Development Director

2.0 AUTHORISATION OF EXPENDITURE

The members of staff authorised to make commitments or orders to incur expenditure and to approve invoices, along with the limits on the value relating to this, are detailed in **Appendix 2 & 3**.

Staff should note that there are a number of important points to observe in following this authorisation procedure.

- (a) There are two separate steps involved in incurring expenditure:

- (i) Taking on the commitment to spend
- (ii) Approving the invoice after goods or services have been received

The responsibility for (i) and (ii) should, wherever possible, not be taken by the same person. An exception to this is where goods or services are procured by a company credit card and one individual is responsible for committing to the expenditure, authorising the invoice and subsequent payment to the supplier. Detailed procedures are in place to control and monitor the use of company credit cards across the Group.

- (i) When making an order commitment, orders can be placed up to the value noted in **Appendix 2 & 3**. This will need to go through a dual authorisation process - it is the second approval that the limit refers to. For example, a Housing Officer places an order for £5k, this is within their authorisation limit, but it will still need to be approved by another Officer or above. This is to ensure at some point in the invoice process there has been some segregation of duties.

- (ii) When approving invoices, they must be authorised for payment up to the value noted in **Appendix 2 & 3**. If a purchase order has already been authorised in accordance with the above, and the invoice matches this order then the payment can be authorised. If it doesn't match or no order has been raised the invoice will go through the dual authorisation process again before being authorised for payment. In this case, again the limit is the second approval that this limit refers to. For example, a Housing Officer received an invoice for £5k but didn't place an order, this is within their authorisation limit, but it will still need to be approved by another Officer or above. This is to ensure at some point in the invoice process there has been some segregation of duties and invoices cannot be paid without two people looking at this.
- (b) When approving an invoice, the nominal ledger code must be in accordance with the approved budget heading and not changed because another original budget head is being used in order to 'vire' (i.e. off set) expenditure.
- (c) It is the responsibility of the Finance Department to:
- Check invoice calculations
 - Ensure that the order is attached (where applicable)
 - Allocate a nominal ledger code
 - Pass the invoice to the appropriate staff member for authorisation
- (d) The person authorising the invoice must check that the nominal ledger code is correct and agree the invoice details to the original order, where applicable. If the nominal code is incorrect or the invoice has been sent to the wrong person for authorisation it must be returned to the Finance Department promptly for correction.
- (e) If the responsible officer is unavailable to authorise an invoice, it may be authorised by another member of the officer's department in line with the approval levels in **Appendix 2 & 3**.
- (f) The Finance Department will not make payments to suppliers, etc, if substantiated only by statements or photocopies of invoices. If an invoice has been mislaid, a copy must be obtained from the supplier, clearly marked 'COPY' and specifically endorsed: 'Original mislaid, pay on this copy'.
- (g) It is the responsibility of each member of staff to be familiar with these expenditure authorisations and to ensure that they adhere to them.

2.1 Authorisation of Expenditure Within Budget

When committing to orders, incurring expenditure, and approving invoices, all staff are responsible for ensuring that this is kept within the approved budgets for ELHA and R3.

2.2 Authorisation of Virements

- (a) Where a budget holder is responsible for more than one budget, they can make virements (set-off against another budget) up to the agreed level from another of their budgets with the written approval of their line manager. The Director of Finance and Corporate Services should also be advised.
- (b) Virement between budgets held by different budget holders is permitted up to the agreed level with the written approval of the transferring budget holder and the Director of Finance and Corporate Services.

2.3 Authorisation of Expenditure Outwith Budget

Spend in excess of budget may be authorised in accordance with the powers delegated to office bearers and senior staff as described in our standing orders and summarised below:

2.3.1 Summary of Financial Delegated Powers for Costs Outwith Budget

Position	Category of Expenditure	Virement Limit £	Excess Spend % of Budget or a maximum of £
Chair and Vice Chair jointly <u>or individually</u>	All	£ 5 100,000	20% / £ 5 100,000
Chair	All	£25,000	10% / £25,000
Vice Chair	All	£25,000	10% / £25,000
Chief Executive, (Director of Housing/ Director of R3 & Asset Management) and /Director of Finance & Corporate Services jointly	All	£ 50 25,000	10% / £ 50 25,000
Senior Managers	All	£20,000	5% / £10,000
Chief Executive (Director of Housing /Director of R3 & Asset Management) and /Director of Finance & Corporate Services jointly	Development cost overruns	N/A	5 1% of works cost
Chief Executive/ (Director of Housing)	Planned/ cyclical	N/A	10 % / £100,000 of budget cost

or Director of Finance & Corporate Services and /Director of R3 & Asset Management or Asset Manager jointly	maintenance cost overruns		
Budget Holders	All	£5,000	1% of budget cost

- NOTE:** (i) Authorisation of expenditure out-with the Annual Budget must be for purposes consistent with our policies, and expenditure in excess of £25,000 and up to £50,000 out-with budget reported at the following meeting of the ~~Board Audit & Assurance Committee. Expenditure over £50,000 which has not been allowed for in the budget must be reported to the following meeting of the Management Committee.~~
- (ii) Authorisation of virements in excess of £50,000 must be reported to the next ELHA Board meeting ~~of the Board either the Audit & Assurance Committee or Management Committee/Board~~ for approval.
- (iii) In the Chief Executive's absence, the Director of Housing and the /Director of R3 & Asset Management will have delegated responsibility to authorise expenditure out with budget to the limits set out above.

2.3 AUTHORISATION OF EXPENDITURE IN AN EMERGENCY SITUATION

In the event of an emergency affecting our offices or our properties, all members of the Business Continuity Team (listed in the Business Continuity Plans) will have complete authority to make decisions and incur financial expenditure in order to limit the loss to us or our customers.

3.0 AUTHORISATION / SIGNING OF CHEQUES, STANDING ORDERS, DIRECT DEBITS BACS, CHAPS PAYMENTS and Non-Supplier Transactions

- 3.1 The levels of authorisation and who is authorised to deal with cheques, standing orders, direct debits, BACS CHAPS and non-supplier transactions payments are included at **Appendix 2 & 3**.
- 3.2 When signing cheques, where possible, the signatories should be persons other than those responsible for authorising the expenditure.
- 3.3 The staff member (either the Finance Manager or the Director of Finance & Corporate Services), who was responsible for reviewing the weekly/monthly payroll should not normally also authorise the Salary BACS transfer.
- 3.4 The staff member who was responsible for preparing the payment should not normally also authorise the BACS/CHAPS transfer.

3.5 Details of any exceptions to authorisation procedures (for example when it has been necessary for the Finance Manager to authorise a BACS payment for wages/salaries that they were responsible for reviewing) are recorded in the “Exceptional Authorisations Register” and reported annually to the Risk & Audit Committee ~~to the Audit & Assurance Committee~~.

3.6 Non supplier bank transactions relate to:

- Advances in cash between ELHA and R3
- Loan Repayments
- Transfers between various ELHA and R3 RBS bank accounts
- Transfers to Flagstone investment accounts

3.7 For the above purposes, the following (or their successors) are authorised signatories for the Management Committee:

Secretary

~~Joyce Bolan~~ Karen Barry

Chair

Brian Logan

Committee Members

Peter Ewart

and

David Rose

4.0 AUTHORISATION OF EX GRATIA PAYMENTS

4.1 Ex Gratia payments can be made in line with the authorisation levels in **Appendix 2 & 3**.

4.2 When a member of SMT wishes to make an ex-gratia payment they will seek agreement from the remainder of SMT and record this in the ex-gratia payments register.

5.0 AUTHORISATION OF DEBT WRITE OFFS/CREDIT WRITE BACKS

5.1 All write offs of our debts (amounts owed to the Group), except individual former tenant debts, or R3 client debts as stated in **Appendix 2 & 3**, must be authorised by the ~~Audit & Assurance Committee~~ ELHA Board or R3 Repairs Board respectively.

5.2 Where the authorised member of staff writes-off an individual tenant debt which is less than £25 they will report this to the ELHA Board ~~Audit & Assurance Committee~~. Where the authorised member of staff writes off an individual R3 client debt within the approved limits they will report this to the R3 Board.

5.3 In cases where we have no contact details for the former tenant/customer, the ~~Audit & Assurance Committee~~ ELHA Board/ R3 Repairs Board may authorise the write back of credit balances held for more than one year.

- 5.4 If a former tenant/customer credit balance is for less than £25.00 and more than one year old we will automatically write it back to the Group's accounts.

6.0 AUTHORISATION OF REFUNDS

- 6.1 ELHA's Housing Officers, Housing Manager and Director of Housing are authorised to refund all current ELHA tenant credit balances and Housing Benefit / Universal Credit overpayments. We will normally arrange refunds for those tenants who are in advance of one month's rent, provided the credit is not a 'Technical Credit'. Technical Credits usually arise because of the timing of payments, for example, due to Housing Benefit payment cycles or where tenants are paying weekly, fortnightly or four-weekly, to make sure there is sufficient rent in their account when it is due.

We will encourage those tenants with a small credit balance of less than a month's rent to adjust their rent payments to reduce this. Bronze Key Tenants who have their housing costs/housing benefit paid directly to us will be encouraged to have it paid to themselves. Any credit will be treated as a Technical Credit until such time as the tenant is in advance with their rent.

- 6.2 Where we have a forwarding address for former tenants/customers, and no other debt exists the, the Director of Housing, Senior Management Team, Housing Manager and Housing Officer are authorised to refund ELHA credit balances in line with the limits in **Appendix 2**.
- 6.3 R3's Contracts Managers, Business Development Manager, Service Manager, Technical Manager and the Director of Asset Management are authorised to refund the following R3 customer credit balances in line with the limits in **Appendix 32**.
- 6.4 In cases where we have no contact details for ELHA former tenants/customers, the ~~Audit & Assurance Committee~~ **Board** may authorise the write back of credit balances held for more than one year, to the Association's accounts.
- 6.5 In cases where we have no contact details for R3 former customers, the R3 Board may authorise the write back of credit balances held for more than one year, to R3 Repairs' accounts.

7.0 PROCUREMENT POLICY – QUOTATION/TENDER REQUIREMENT

- 7.1 The limit values on contracts that determine what procurement route to follow are defined in the procurement policy.

8.0 ADMINISTRATION FEES

- 8.1 Administration fees charged by the Group are as follows:

Service Provided	Fee
Arrangement of buildings insurance for Owner Occupiers	£10.00 (exc. VAT)
Arrangement of services which are charged to sharing owners, owners and others	10% of service charge (exc. VAT)
Arrangement of repairs for, sharing owners or owner occupiers discounted by £25 (exc. VAT) for prompt payment	We may charge £55 (exc. VAT)
Charge for Subject Access Request	We may charge the statutory maximum

9.0 CHARGEABLE REPAIRS

- 9.1 We charge tenants for repairs to their homes which fall out-with those covered in the tenancy agreement. The charges for the most common of these repairs are detailed in **Appendix 53**. This list is not exhaustive and other repairs that are deemed to be required will also be charged for in line with the National Housing Federation (NHF) Schedule of Rates.

10.0 DECORATION ALLOWANCES TO TENANTS

- 10.1 We normally provide all new tenants in our re-lets with a paint pack, however if a new tenant prefer to receive or a voucher, the value of this to the same value will be dependent upon the size of the property:- ~~The paint pack costs are noted below.~~

	Flats	Houses
1 bedroom	£ 220	£ 240
2 bedroom	£ 260	£ 290
3 bedroom	£ 295	£ 305
4 bedroom	Not applicable	£ 390

A decoration allowance may also be awarded (at the discretion of the Property Officer inspecting the work) following maintenance work where we have damaged the tenant's decoration. Allowances below are a guide to what may be reasonably paid.

Materials only by room	Allowance
Living Room	£ 75 <u>78</u> 80
Kitchen	£ 65 <u>67</u> 70
Bathroom	£ 50 <u>52</u> 55
Hall	£ 40 <u>41</u> 40
Stair and Halls	£ 75 <u>78</u> 80
Double Bedroom	£ 75 <u>78</u> 80
Single Bedroom	£ 65 <u>67</u> 70
Decorating Equipment	£ 50 <u>52</u> 50

11.0 Decant / Disturbance Allowances

- 11.1 There are occasions when we may have to find temporary accommodation for our tenants because of an emergency, such as fire, flood, or structural problems. Although we will try wherever possible to avoid it, we may also have to move tenants out of their homes to allow maintenance to be carried out.
- 11.2 If the tenant is moved into bed and breakfast accommodation by ELHA we will pay a daily allowance of **£15.00** to the tenant, for each person in the household over the age of 2, to cover the costs of meals (not including breakfast which will already be paid for). This is **in addition** to the costs set out in the Temporary Accommodation and Decants Policy.
- 11.3 If a tenant is moved into a holiday home which is not located close to their home, we may pay them an allowance if they incur excess travel costs. This allowance is equivalent to the mileage allowance set by EVH (see section 13.1). This is **in addition** to the costs set out in the Temporary Accommodation and Decants Policy.
- 11.4 Housing Officers have the authority to commit to bed and breakfast accommodation up to the value of **£100.00** per night (based on a double room, inclusive of breakfast) or to holiday home accommodation for the same cost per night. Approval should be sought from the Housing Manager if accommodation is in excess of this sum.

12.0 TENANCY SUSTAINMENT FUND

- 12.1 The Tenancy Sustainment Fund will generally be used to directly pay for goods and services which will be provided to meet a tenant's individual requirements. Where goods cannot be sourced by ELHA directly, vouchers may be provided.

Awards will be capped to the value of **£250.00** unless in exceptional circumstances. Housing Officers, the Housing & Community Outreach Worker or Money & Home Energy Adviser can make awards up to this value. Anything above should be approved by the Housing Manager.

13.0 STAFF ALLOWANCES

- 13.1 ELHA Staff are entitled to claim a number of allowances in line with their terms and conditions of employment. The rates for these allowances are set annually by EVH, and an extract of those most regularly used by staff are detailed below. Unless otherwise stated, all allowances are subject to PAYE/NI.

ELHA Allowances

Description	Allowance
First Aid	£ 555 per annum

Spectacles (Excess over amount recoverable from Simplyhealth)	£110.59 per annum less amount recoverable from Simplyhealth
Essential Car Users Allowance	£1,642 per annum
Essential Car Users Allowance – Electric Vehicle	£4,926 per annum
Mileage up to 10,000 miles	45p (tax free)
Mileage over 10,000 miles	25p (tax free)
Mileage (all) for an Electric Vehicle supplied through the ELHA salary sacrifice scheme	15p (amount above 75p subject to PAYE and NI)
Passengers per mile in own car (not for EV's supplied through the ELHA salary sacrifice scheme)	5p (tax free)
Subsistence if engaged on Group business for a period of more than 10 hours	£20.05
Subsistence if engaged on Group business for a period of between 5-10 hours out-with the area	£12.27
Mobile phone allowance	£240 per annum

13.2 R3 Repairs Staff are entitled to claim a number of allowances in line with their terms and conditions of employment. Some of the rates for these allowances are based on ELHA rates. An extract of those most regularly used by staff are detailed below. Unless otherwise stated, all allowances are subject to PAYE/NI.

13.3 R3 Repairs Allowances

Description	Allowance
First Aid	£555 per annum (£10.67 per week or £46.25 per month)
Spectacles (Excess over amount recoverable from Simplyhealth)	£110.59 per annum less amount recoverable from Simplyhealth
Car Allowance	£4,500 per annum
Mileage up to 10,000 miles and no car allowance	45p (tax free)

Mileage over 10,000 miles or below 10,000 miles with car allowance	25p (tax free)
Passengers per mile	5p (tax free)
Subsistence if engaged on Group business for a period of more than 10 hours	£20.05
Subsistence if engaged on Group business for a period of between 5-10 hours out-with the area	£12.27

14.0 STAFF CALL-OUT RATES

14.1 Call-Out Rates (ELHA) (Physical Attendance)

ELHA staff who are called out of normal working hours to attend an emergency are entitled to claim an additional payment. The current rates for these additional payments are as follows:

Time of Call-Out	Hourly Rate
<u>During Annual Leave (08.01hrs to 20.00hrs)</u>	<u>Hourly rate x 1.5</u>
Day (Office shut) - 08.01hrs to 20.00hrs	Hourly rate x 1.5
Night - 20.01hrs to 08.00hrs	Hourly rate x 2
20.01hrs on 24 Dec. to 08.00hrs on 26 Dec.	Hourly rate x 3
20.01hrs on 31 Dec. to 08.00hrs on 2 Jan.	Hourly rate x 3

14.1.1 Minimum Call-Out Fee

~~The minimum call out fee paid will be 2 x the relevant hourly rate up to the first 2 hours. Each hour (or part thereof) after this will be paid at the relevant hourly rate.~~

The minimum call out payment will be two hours at the applicable rates above. After this, each hour (or part thereof) will be paid at the relevant hourly rate, rounded up to the next hour

14.1.2 Out of Hours Fire Alarm Activation

Where staff are called out of hours to a fire alarm activation, two people must attend. The first person called may opt to bring a second adult with them to the call out, for example their partner or a relative, in accordance with the Fire Alarm Activation Procedure. If this happens, they will be paid 150% of their normal callout allowance. If this is not possible, a second ELHA employee from the list will be called to attend, with both staff members receiving the normal allowance each.

14.2 Contact But No Call-Out Required —Telephone or Text response

ELHA staff who are contacted out of normal working hours, or during a period of agreed annual leave, by telephone or text, but are not required to attend the office or site are entitled to claim an additional payment. This would also include someone who, following a call or text, is required to log onto the network remotely to take action.

The fee for responding to a call or text that does not require a physical attendance will be paid at the rate of £16 for the first call or text and £8 for subsequent calls or texts received or made for the same incident, up to a maximum of £56 for one incident. If the level of work required is such that this maximum is exceeded, then overtime will be paid instead, in line with the table at 14.1.

At Night (as defined at 14.1), the payment will be £24 for the first call or text and £12 for subsequent calls or texts to a maximum of £84.

At Christmas and New Year (as defined at 14.1), the payment will be £32 for the first call or text and £24 for subsequent calls or texts to a maximum of £112.

Redirecting a call or text to a colleague or another service will attract a flat payment of £12 irrespective of time or date.

14.3 Remote Log On

If, as a result of a Telephone Call or text, you are not physically required to attend anywhere but are required to log onto the network to take action, you are entitled to claim an additional payment for this for your time at the same rates noted in section 14.1

14.34 Staff Standby Rates (R3 Repairs)

The rates below will apply to work undertaken as a result of attendance at a call out while on Standby duty:

Standby / Call Out Duties	Rates
Standby full week Inclusive	£ 120.00
Standby per day, Monday to Friday	£ 12.00
Standby Saturday Only	£ 24.00
Standby Sunday Only	£ 36.00
Call Out when not on standby	£18.00

14.45 Reclaiming Call Out RatesAdditional Payments

If you are called out to an emergency, you should record the time you have worked on your timesheet in People HR and then record the time spent and relevant hourly rate as an assignment (See Section 14.1). You can find details on how to claim an additional payment in the People HR procedures.

If you have been contacted by phone or text out with office hours as described in Section 14.2, you should claim the additional payment as an expense through People HR.

14.5 Pre-Arranged Out of Hours Work

~~There may be situations where~~ Some staff are required to work out with ~~core office~~ hours, subject to agreement that has been pre-arranged with their Line Manager, e.g. to attend an evening meeting. ~~Where they are required~~ Such work to do so and this is included in their job description, this will normally forms part of their flexi arrangements and ~~they~~ staff will not be paid for over-time. ~~etc.~~ Where it does not form part of ~~someone's~~ their job description or flexible arrangements, then the rates noted above will be applied, and staff should claim this payment as noted in section 14.4.

15.0 MANAGEMENT COMMITTEE / BOARD MEMBER ALLOWANCES

- 15.1 ELHA ~~Board Management Committee~~ Members and R3 Repairs Board ~~M~~members are entitled to claim a number of expenses in line with Policy.
- 15.2 The rates in the table below are within the HMRC Approved Benchmark Scale Rates and are tax free. The current rates for these are as follows (receipts are not required):

Description	Allowance
Mileage up to 10,000 miles	45p
Mileage over 10,000 miles	25p
Passengers per mile	5p
Subsistence - breakfast (when individual has to leave home before 6am)	£5
Subsistence - lunch if engaged on Group business for a period of between 5-10 hours	£5
Subsistence – meal if engaged on Group business for more than 10 hours	£10
Subsistence - Late evening meal (individual won't get home before 8pm)	£15
Subsistence – evening meal rate (when the individual is going to incur an overnight stay)	£25

Note, these are the maximum claims that can be made if reimbursement of expenses is claimed as an allowance.

- 15.3 Where ELHA ~~Board Management Committee~~ Members and R3 Repairs Board ~~M~~members are incurring subsistence costs higher than the allowance rate, they can do so by providing an expense claim with receipts that support this claim. The costs incurred must be wholly and exclusively for the purposes of ELHA/R3 business. A further claim for an allowance cannot be made if an actual claim is made.
- 15.4 ELHA ~~Board Management Committee~~ Members and R3 Repairs Board ~~M~~members can incur other out of pocket expenses costs by providing an expense

claim with receipts that support this claim. The maximum value of the claim per day is £15. The costs incurred must be wholly and exclusively for the purposes of ELHA/R3 business.

16.0 CAPITALISATION OF EXPENDITURE

- 16.1 The Group has a level below which items of expenditure should not be capitalised. The current level is **£1,000**. This value is based on individual items only. For example, if 10 mobile phones were purchased at £150 each, costing £1,500, this would not be capitalised given the individual asset are less than £1,000.

17.0 RENTAL INCOME

- 17.1 The rental income per point for the year from 1 April to 31 March is 1680.789 pence.
- 17.2 The 'Bronze Key tenant discount' will be £10 per month for tenants who meet the required criteria.
- 17.3 The "Gold Key tenant discount" will be £20 per month for tenants who meet the required criteria.
- 17.4 The "Platinum Key tenant discount" will be £30 per month for tenants who meet the required criteria.
- 17.5 The "Diamond Key tenant discount" will be £50 per month for tenants who meet the required criteria.
- 17.6 The "New tenant discount" will be the full first month's rent.

18.0 FAIR WORK FIRST STATEMENT

- 18.1 There are several Schedules within the new style offer of grant from the Scottish Government for new build projects, that need to be signed at the appropriate time for a project.
- 18.2 One of these is Schedule 5 - Project Completion. This includes a Fair Work First Survey Completion. This is contained within **Appendix 4** of this policy. This is Employers in Voluntary Housing model document.
- 18.3 The Director of Finance & Corporate Services will review this document annually, with any amendments being made as part of this policies review

198.0 REVIEW OF POLICY

- 198.1 The Director of Finance & Corporate Services will review this policy annually, with any material amendments required being submitted to the Board Management Committee for approval.

Authorisations and Standard Charges / Allowances Policy Review

Report by Gary Alison, Director of Finance & Corporate Services – for Approval

1.0 Introduction

The Authorisations and Standard Charges / Allowances Policy outlines the responsibilities for authorising expenditure and signing documents throughout the Group. It also sets out the standard charges and allowances used within the Group for the coming year.

The Policy is reviewed annually to ensure that it is kept up to date for changes in personnel, and that responsibility levels and charges / allowances remain appropriate. The revised **Policy Document** is attached to this report.

2.0 Summary of Proposed Changes

The Director of Finance & Corporate Services has reviewed the policy and supporting appendices and proposes to make the following changes;

Section	Changes
Contents	<p>Expenditure authorisations level for ELHA and R3 included as separate appendices to separate the two out for ease of reference. Updated references throughout the policy for this.</p> <p>Reference to Fair Work First Statement Included – see comments on Section 18 below.</p>
2.3.1 - Summary of Financial Delegated Powers for Costs Out With Budget	<p>Removed the Chair and Vice Chair individual levels as these were the same as SMT which made this irrelevant.</p> <p>Proposed increasing Chair, Vice Chair and SMT virement levels/excess spend on a budget from £50k to £100k for Chair/Vice Chair and £25k to £50k for SMT. The previous values are now deemed to low.</p> <p>Proposed increase of Development overruns from 1% to 5% of works. The 1% value is deemed too low and would require constant Board approval for any immaterial overspends.</p>

	<p>Proposed increase to Planned/Cyclical Maintenance overruns from 1% of budget to 10% of budget or £100k maximum. As above, the 1% value is deemed too low and would require constant Board approval for any immaterial overspends.</p> <p>Removed budget holders as a level of virement as SMT and Managers are only budget holders, and their levels were already covered.</p> <p>Changes made to where these virements/excess spends will be reported as Audit & Assurance Committee no longer exists. References to Audit & Assurance Committee have been removed throughout and now reference Board or Risk & Audit Committee, depending on what is being asked and where this sits in the terms of reference.</p>
Section 10	<p>Slight narrative change around the value of a decoration voucher if a new tenant prefers this as oppose to a paint pack.</p> <p>Decoration allowances uplifted by Oct RPI.</p>
Section 13	<p>Allowances marked in yellow are rates provided by EVH. These are the 2024/25 rates as the 2025/26 have not yet been agreed. These will be updated once the uplifts are known.</p> <p>EV Mileage rates updated per HMRC guidance.</p>
Section 14	<p>14.1 updated to distinguish the hourly rate of a member of staff being called out during a day's annual leave.</p> <p>14.1.1 narrative updated to be more explicit about how a minimum call out fee will be calculated.</p> <p>14.1.2 narrative included to reference allowances payable under a proposed changed approach for dealing with Fire Alarm activations. This change is due to the Fire Service no longer attending alarm activations and only if a fire has been confirmed.</p> <p>14.2 narrative refreshed to clearly set out what can be claimed if someone has to be contacted but not come into the office to resolve the matter.</p> <p>14.4 sets out the process for claiming the remuneration back for the call out.</p>

	14.5 changes sets out clearer what constitutes pre-arranged out of hours work and what doesn't when it comes to claiming rates for out of hours work.
Section 17	Rental income per point uplifted by 4.9% as per 2025/26 rent increase.
Section 18	The Fair Work First Statement was included as an appendix to this policy last year, but no reference was made to it in the policy. This section now references this statement and the reason why it is required.
Section 19	Updated narrative to only include material changes coming to board for approval. The changes proposed in this paper have been deemed material.
Appendix 1	The Board secretary authorisations have been removed and the Director of Housing authorisations levels altered to reflect them undertaking the secretary's responsibilities.
Appendix 2	Write off's £25 and over increased from non-applicable to £750 for SMT, bringing it to a similar level as ex gratia payments.
Appendix 3	<p>Sales refunds approval title changed to include adjustments.</p> <p>R3 Senior Managers definition updated to reflect change in roles in R3 during the past year.</p> <p>Site managers approval of commitment/order increased from £10k to £25k to reflect requirements needed to manage planned maintenance programmes for R3 clients.</p>
Appendix 5	Rates increased by 5.5%, and then rounded up, for R3 rate increase uplift for 2025/26

Recommendation

The ELHA Board is asked to approve the revised Authorisations and Standard Charges / Allowances Policy.

	Board		SMT						
	Chair	MC Board Member	CE	Director of Finance & Corporate Services	Director of R3 & Asset Management	Director of Housing	Manager	All Other Staff	Places for People
LEGAL									
Deeds, Dispositions & Documents (in line with Requirements of Writing Policy)	✓	✓	N/a	N/a	N/a	✓	N/a	N/a	N/a
Contracts < or equal to 5 Years	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
Service Level Agreements & Leases	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
TAXATION									
Taxation Documentation	✓	✓	✓	✓	N/a	N/a	N/a	N/a	N/a
REGULATORY									
Scottish Housing Regulator	✓	N/a	✓	✓	✓	✓	N/a	N/a	N/a
DEVELOPMENT									
Scottish Government Grant Approvals (incl Allia Charitable Bond Scheme)	✓	N/a	✓	✓	✓	✓	N/a	N/a	N/a
Offer of Grant Funding	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
Programme Agreements	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
Acquisition Applications	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
Tender Applications including Housing Tender Returns	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
Housing Association Grant (HAG)/Practical Completion (PC) Applications	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
Schedule 2 – Statement of Compliance with Conditions of Grant	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
New Build Schedule 4 – Procurement Improvement Programme: Statement of Compliance	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
Schedule 5 - Project Completion – this includes Fair Work First Survey Completion and stating name of provider to undertake the Value for Money Assessment	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
Schedule 6 - Value for Money in New Build Affordable Housing; Statement of Compliance	N/a	N/a	✓	✓	✓	✓	N/a	N/a	✓
OTHER									
Loan Agreements	✓	✓	✓	✓	N/a	✓	N/a	N/a	N/a
Minutes of Agreement	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
Standard Securities	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
Wayleave	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
Loan Drawdowns	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
FCA Submission	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
Share Certificates	✓	✓	✓	N/a	N/a	✓	N/a	N/a	N/a
Auditors Letter	✓	✓	N/a	N/a	N/a	✓	N/a	N/a	N/a
Annual Accounts	✓	✓	N/a	N/a	N/a	✓	N/a	N/a	N/a
Staff Contracts of Employment (Below CE)	✓	✓	✓	✓	✓	✓	✓	N/a	N/a
CE Contract of Employment	✓	✓	N/a	N/a	N/a	✓	N/a	N/a	N/a
Staff Settlement Agreements	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a
Non-Disclosure / Confidentiality Agreements	✓	✓	✓	✓	✓	✓	N/a	N/a	N/a

	Board	SMT		Managers		Asset Management						
	Board Member	CE	Director	Finance Manager	All Other Managers	Property Officer	Senior Asset Management Assistant / Asset Management Assistant	Housing Officer	Care Repair Officer	Executive Support Officers, Digital Services Officer, Senior Housing Assistant, Housing Assistants, Housing & Community Outreach Worker, Money Advice Officer	Senior Finance Officer/Finance Officer, Senior Corporate Services Assistant, Corporate Services Assistant, IT Officer/Senior IT Assistant, Care & Repair Assistant, SRS Officer	Purchase Ledger Assistant, Modern Apprentice
Approval of Commitment/Order	Unlimited	Unlimited	£500k	£50,000	£50,000	£10,000	£5,000	£5,000	£5,000	£2,500	£200	N/a
Authorisation of Invoice	Unlimited	Unlimited	£500k	£50,000	£50,000	£5,000	N/a	£2,500	£2,500	N/a	N/a	N/a
Authorise Payments Without Invoice	Unlimited	£100k	£100k	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Rent Refund - Current Tenants	N/a	N/a	Unlimited	N/a	Unlimited	N/a	N/a	Unlimited	N/a	N/a	N/a	N/a
Rent Refund - Former Tenants	N/a	> £750	> £750	> £750	> £750	N/a	N/a	> £300	N/a	N/a	N/a	N/a
Cheques (2 Required)	Unlimited	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Direct Debit/Standing Order/Mandate (2 Required)	Unlimited	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Salary BACS Payment (2 Required)	Unlimited	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
BACS/CHAPs (2 Required)	Unlimited	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Non-Supplier Transactions (1 Required)	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Credit Card Limits	N/a	£10k	£10k	£3k	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Electronic Credit Card Limits - Transaction	N/a	N/a	N/a	£1,000	£1,000	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Electronic Credit Card Limits - Monthly Limit	N/a	N/a	N/a	£2,500	£2,500	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Write Offs - Under £25	N/a	£25	£25	£25	£25	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Write Offs -£25 and Over	Unlimited	£750	£750	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Ex Gratia Payments	Unlimited	£1k	£1k	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a

Values above exclude VAT

Departmental Managers include the following posts: Care & Repair Manager, Housing Manager, Corporate Services Manager & Asset Manager

	R3 Board	SMT		R3							
	R3 Director	CE	Director	R3 Senior Managers	R3 Contracts Managers	Site Manager	Materials Co-ordinator	Assistant Materials Co-Ordinator	Repairs Administrator Team Leader	Repairs Adiministrators	Operative
Approval of Commitment/Order	Unlimited	To Budget	To Budget	To Budget	£25,000	£25,000	£25,000	£2,000	£2,000	£2,000	£1,000
Authorisation of Invoice	Unlimited	To Budget	To Budget	To Budget	£10,000	£5,000	N/a	N/a	N/a	N/a	N/a
Authorise Payments Without Invoice	Unlimited	£100k	£100k	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Sales refunds and adjustments	N/a	£750	£750	£750	£300	N/a	N/a	N/a	N/a	N/a	N/a
Cheques (2 Required)	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Direct Debit/Standing Order/Mandate (2 Required)	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Salary BACS Payment (2 Required)	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
BACS/CHAPS (2 Required)	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Non-Supplier Transactions (1 Required)	Unlimited	Unlimited	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Credit Card Limits	N/a	£10,000	£10,000	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Electronic Credit Card Limits - Transaction	N/a	N/a	£10,000	£10,000	£7,500	£3,000	£2,000	£500	£500	N/a	N/a
Electronic Credit Card Limits - Monthly Limit	N/a	N/a	£10,000	£10,000	£7,500	£6,000	£10,000	£2,000	£2,000	N/a	N/a
Write Offs - Under £100	N/a	£100	£100	£100	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Write Offs -£100 and Over	Unlimited	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Ex Gratia Payments	Unlimited	£1k	£1k	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a

R3 Senior Managers include the Service, Technical and Operational Managers, or any other post created at this level.

ELHA Fair Work Statement, September 2023

1.0 Introduction & Commitment to Fair Work First

ELHA is a full member of Employers in Voluntary Housing (EVH), and is therefore part of the collective bargaining arrangement that EVH have with UNITE the union. This means that ELHA recognise UNITE through this arrangement. EVH terms and conditions of employment have provisions within them to encourage and support trade union membership for staff. Along with support for those carrying out official duties for the union. In addition, internally we hear from staff through our Joint Consultative Committee (JCC – which includes Governing Body Members) on collective engagement matters and through our staff engagement software (Hive).

There is significant investment in colleague development through both digital methods and more traditional learning routes. This investment includes appropriate financial support to employees to complete qualifications relevant to their job roles along with paid time off when appropriate. The organisation actively invests in developing early careers through apprenticeships. We have successfully converted five apprenticeships into full time roles in recent years.

There are no zero-hour contracts within ELHA. We do retain some colleagues on bank contracts to cover workloads during unplanned absences, or periods of high work volumes, but these are not the norm.

EVH salary scales are supported by a job evaluation system. This system is based on typical characteristics for the role and looks at the job, not the postholder. This ensures fair and transparent arrangements for pay which has been negotiated and agreed with the Trade Union. We have also developed a sector leading piece of software that will collate Equality data from staff to ensure we deliver on the aims and objectives of our Equalities and Diversity policy.

The bottom point of the EVH pay scales is the Real Living Wage.

The formal Flexible Working procedure is not currently accessible to colleagues in the first 26 weeks of employment. In reality, the majority of requests we receive are resolved informally between the colleague and their line manager. Flexibility is now a standard feature of many roles in terms of both work location and hours of work, reflecting our needs as a modern, geographically-dispersed organisation providing accessible, online services 24/7.

EVH terms and conditions of employment set out enhanced terms for a range of family friendly policies, including the following:

- Maternity Leave
- Paternity Leave
- Shared Parental Leave
- Adoption Leave

EVH terms and conditions set out compassionate and other special leave available to staff members which are supportive to promoting a positive work life balance. Whilst in some examples there may be a need to terminate a colleague's contract and offer re-engagement on new terms, these would be a minority and there have been no instances of this within the previous three years. ELHA would not intend to use widespread "fire and rehire" approaches and would look to agree any changes with colleagues through consultation to get feedback, consider alternative options and look to seek agreement to the change.

2.0 Fair Work First Publication

We are members of Employers in Voluntary Housing (EVH) and used their model Fair Work First Statement in preparing our own, which we publish on elha.com.

3.0 Embedding Fair Working Practices

We will:

1. Continue our membership with Employers in Voluntary Housing (EVH). This will continue the relationship with UNITE.
2. Continue our JCC to allow colleague engagement on collective matters.
3. Continue to invest in colleague development through both digital methods and more traditional learning routes.
4. Continue to invest in developing early careers through apprenticeships.
5. Avoid zero hour contracts and will only consider these contracts where this is necessary and where the work is genuinely carried out on a casual basis.
6. Through EVH, have salary scales that are supported by a job evaluation system. This system will be based on typical characteristics for the role and looks at the job, not the postholder. This will be agreed with the trade unions.
7. Through EVH, continue to implement the real Living Wage foundation rate across all colleagues, regardless of age or the basis of their contract.
8. Continue to operate and review our formal Flexible Working procedure.
9. Not intend to use widespread "fire and rehire" approaches and look to agree any changes with colleagues through genuine and meaningful consultation to get feedback, consider alternative options and look to seek agreement to the change.

List of Chargeable items

Repair	Amount (Exc. VAT)	VAT 20%	Amount (Inc. VAT)
Force Entry	£75.00 £70.00	£15.00 £14.00	£90.00 £84.00
Force Entry & Change Lock	£135.00 £125.00	£27.00 £25.00	£162.00 £150.00
Force Entry & Change both Locks	£150.00 £140.00	£30.00 £28.00	£180.00 £168.00
Board up Window (Emergency Call Out)	£155.00 £145.00	£31.00 £29.00	£186.00 £174.00
Board up Window	£60.00 £55.00	£12.00 £11.00	£72.00 £66.00
Reglaze window Single Glazed Approx 2.1sqm	£220.00 £205.00	£44.00 £41.00	£264.00 £246.00
Reglaze window Double Glazed Approx 2.1sqm	£325.00 £305.00	£65.00 £61.00	£390.00 £366.00
Check Electrics	£145.00 £135.00	£29.00 £27.00	£174.00 £162.00
Call Out (Aborted visit due to e.g. no access or non-emergency work)	£65.00 £60.00	£13.00 £12.00	£78.00 £72.00
Replace WC. Note 3	£145.00 £135.00	£29.00 £27.00	£174.00 £162.00
Replace WC and Cistern. Note 3	£265.00 £250.00	£53.00 £50.00	£318.00 £300.00
Replace Wash hand basin.	£270.00 £255.00	£54.00 £51.00	£324.00 £306.00
Replace Wash hand basin Pedestal.	£95.00 £90.00	£19.00 £18.00	£114.00 £108.00
Replace Bath.	£530.00 £500.00	£106.00 £100.00	£636.00 £600.00
Renew damaged passage doors (Per unit cost).	£155.00 £145.00	£31.00 £29.00	£186.00 £174.00
Renew damaged worktop (per metre cost). Non sink top side.	£50.00 £45.00	£10.00 £9.00	£60.00 £54.00
Renew damaged worktop (per metre cost). Sink top side which requires sink top removed and refitted.	£75.00 £70.00	£15.00 £14.00	£90.00 £84.00
Patch damaged internal door (Per Unit Cost)	£30.00 £25.00	£6.00 £5.00	£36.00 £30.00
Renew Damaged Wall Unit Door (Per unit cost).	£85.00 £80.00	£17.00 £16.00	£102.00 £96.00
Renew Damaged Base Unit Door (Per unit cost).	£85.00 £80.00	£17.00 £16.00	£102.00 £96.00
Renew Damaged / Missing Base Unit Plinth (Per unit cost)	£5.00 £5.00	£1.00 £1.00	£6.00 £6.00
Renew wall or base unit Drawer front or door (Per unit cost)	£30.00 £25.00	£6.00 £5.00	£36.00 £30.00
Replace missing skirting (Per metre cost)	£30.00 £25.00	£6.00 £5.00	£36.00 £30.00
Renew acrylic or ply bath panel (Per unit cost)	£70.00 £65.00	£14.00 £13.00	£84.00 £78.00
Replace non standard or fit missing internal door handle (unit cost)	£10.00 £10.00	£2.00 £2.00	£12.00 £12.00
Uplift & dispose of tenant floor coverings (unit cost)	£120.00 £110.00	£24.00 £22.00	£144.00 £132.00
Clear tenant left contents from dwelling including outbuildings (average cost)	£210.00 £195.00	£42.00 £39.00	£252.00 £234.00
Clear tenant left contents from outbuildings including shed/s (average cost)	£100.00 £95.00	£20.00 £19.00	£120.00 £114.00
Dispose of garden shed (if in poor condition).	£125.00 £115.00	£25.00 £23.00	£150.00 £138.00
Sparkle Clean.	£145.00 £135.00	£29.00 £27.00	£174.00 £162.00
Strip wallpaper and leave prepared for decoration (per room cost)	£240.00 £225.00	£48.00 £45.00	£288.00 £270.00
Remove tenant light fitting and fit pendant (unit cost).	£10.00 £10.00	£2.00 £2.00	£12.00 £12.00
Renew single / double electrical outlet plate (average cost) Damaged / Non standard or paint damage.	£10.00 £10.00	£2.00 £2.00	£12.00 £12.00
Renew single / double electrical switch plate (Unit cost) i.e. Damaged / Non standard or paint damage.	£30.00 £25.00	£6.00 £5.00	£36.00 £30.00
Plaster repair to damaged wall (Total combined patches not exceeding 1 square m)	£10.00 £10.00	£2.00 £2.00	£12.00 £12.00

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Notes

- This list is not exhaustive and other repairs that are deemed to be required will also be charged for based upon the National Housing Federation (NHF) Schedule of Rates.

2. These costs **do not include the administration charge** for the arrangement of the repair and are intended to compensate the Group for the labour and material costs of the repair only.
3. Where more specialised equipment is damaged, i.e. low level, close coupled WC's or level access showers, the actual cost of the replacement plus any administration fee will be charged.

Damp, Mould & Condensation Policy

Report by Charlie Cooley, Director of R3 & Asset Management – for Approval

1.0 Introduction

The Damp, Mould & Condensation (DMC) Policy has been introduced to ensure appropriate control measures are in place to manage DMC within homes. The Association aims to ensure all its homes are free from DMC, and has a legislative requirement and a duty of care to provide safe homes for tenants.

2.0 Damp Mould & Condensation Policy

This policy is designed to ensure that the root cause of DMC occurrences are accurately identified so that the appropriate actions are taken to address the issue and prevent recurrence.

The Scottish Housing Regulator has introduced three new indicators that Social Landlords are required to report on in their Annual Return of the Charter (ARC). Landlords are required to start collecting data for these new indicators from 1 April 2025. The first ARC using the new indicators will be due by 31 May 2026.

Section	Comments
1.0 Introduction	<p>This section sets out the aims and key aspects following the introduction of Awaab's Law in the Social Housing Regulation Act 2023.</p> <p>Although Awaab's Law directly applies to England, its principles and the proactive measures it promotes are universally applicable, emphasising the importance of swift, effective responses to housing complaints and prioritising tenant health</p>
2.0 Definitions	Two key meanings "Penetrating damp" and "Condensation Damp"
3.0 Legal and Regulatory Framework	Details relevant legislation and regulations to comply with
4.0 Principles	Three stage approach to DMC – Preventative, Reactive, Monitor and Reporting
5.0 Objectives	Sets out the objectives of the DMC policy. Maintaining homes to a high standard, prompt and efficient response to reports of DMC. Ensuring statutory obligations are fulfilled.

Section	Comments
6.0 Standards	Set out how ELHA will comply with standards, regulations and policy
7.0 Responsibilities	As noted in elha.com and procedures
8.0 Communication and Information	Providing clear, informative guidance to ensure high quality communication is produced advising on risks and what steps to take
9.0 Training	All appropriate staff should be provided with training on how to effectively deal with complaints of damp and mould to ensure the issue is properly dealt with in a timeous manner
10.0 Date Management	All targets set for repairs and maintenance work, including responses to damp and mould, must be designed with effective end goals in mind. For damp and mould, a key focus of targets should be whether the issue reoccurred after the initial treatment
11.0 Monitoring and Review	Performance reports to be issued by Asset Manager on DMC to Performance Committee
12.0 Policy Review	DMC policy is new, to be reviewed after 1 year and only materials changes submitted to Board

3.0 Equality Impact Assessment

Consideration had been given to the Equality & Diversity Policy and an Equality Impact Assessment (EIA) of this Policy has been carried out.

EIAs are a regulatory requirement and evidence of the assessment will be provided to the Governance Committee for consideration, and will form part of the Evidence Bank to support the Annual Assurance Statement

Recommendation

The Management Committee is asked to approve the Damp, Mould & Condensation Policy.

ELHA POLICY

Date Issued	March 2025
Last Review	Not applicable
Department	Asset Management
Title	Damp, Mould & Condensation Policy
Responsible	Director of R3 & Asset Management
Next Review	March 2030

1.0 Introduction

- 1.1 The aim of this policy is to ensure appropriate control measures are in place to adequately manage Damp, Mould and Condensation (DMC) within homes. We aim to ensure our homes are free from DMC, we have a legislative requirement and a duty of care to provide safe homes for our tenants.
- 1.2 This document sets out our approach to managing DMC in tenant's homes. There are multiple potential causes of DMC in homes. This policy is designed to ensure that the root cause of DMC occurrences are accurately identified so that we can take the appropriate actions to address the issue and prevent recurrence.
- 1.3 Awaab's Law was introduced in the landmark Social Housing Regulation Act 2023, to directly tackle the problems of damp and mould in social housing. Key aspects include:
 - **Mandatory Action for Landlords:** Social housing landlords are now obligated to investigate and rectify damp and mould concerns promptly and to uphold decent living standards
 - **Strengthened Powers of the Housing Ombudsman** (the law enhances the authority of the Housing Ombudsman, enabling them to more effectively oversee landlords' compliance)
 - **Inclusion in Tenancy Agreements** (these rules are embedded within tenancy contracts, empowering tenants to legally demand decent living conditions. Cooperation with landlord to report issues and allow access to prevent or mitigate issues)

Although Awaab's Law directly applies to England, its principles and the proactive measures it promotes are universally applicable, emphasising the importance of swift, effective responses to housing complaints and prioritising tenant health.

2.0 Definitions

- 2.1 “Penetrating damp” is damp which results from issues with the building which leads to water ingress such as leaking pipes, cracks and blocked guttering. “Rising damp” is caused by defects in the foundation of the building. Both are already covered by Section 86 of the Housing (Scotland) Act 1987 (as amended) is the definition of a house meeting the Tolerable Standard.
- 2.2 “Condensation damp” is caused by an excess of moisture in the air and poor ventilation. This causes water droplets to form on cold surfaces such as windows and walls. The risk of condensation forming is increased through daily living activities such as bathing, cooking and drying clothes. This type of damp can cause mould to form on the affected surfaces.

3.0 Legal and Regulatory Framework

- 3.1 We will comply with all relevant legislation and regulations including the following (the list is not exhaustive):
- Housing (Scotland) Act 2014
 - Health and Safety at Work Act 1974
 - Scottish Housing Quality Standards (SHQS)
 - Must be compliant with the current Tolerable Standard
 - Must be free from serious disrepair
 - Must be energy efficient
 - Must have modern facilities and services
 - Be healthy, safe, and secure
 - Building (Scotland) Regulations 2004
 - CDM Regulations 2015
- 3.2 We will also comply with the Scottish Housing Regulator’s Scottish Social Housing Charter Indicators which support the requirements of the Scottish Social Housing Charter, and in particular, the following outcomes:

Equality	Social landlords perform all aspects of their housing services so that: They support the right to adequate housing, and 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
Communication	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
Participation	Tenants and other customers are offered a range of opportunities that make it easy for them to participate in, and influence their landlords decisions at a level they feel comfortable with
Quality of Housing	Tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy, and also meet the relevant Energy Efficient and Zero Emission Heat Standard
Repairs, Maintenance and Improvements	Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done
Value for Money	Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay

3.3 This policy also takes account of the following policies and procedures:

- Maintenance Legal Obligations Policy
- Empty Homes Policy
- Mutual Exchange Policy
- Chargeable Repairs Policy
- Mutual Repairs Policy
- Complaints Policy and Procedure
- Tenant Participation Strategy
- Communication Strategy
- Customer Care Policy and Procedure

- Equality & Human Rights Strategy & Equality & Diversity Policy
- Health & Safety at Work Policy

4.0 Principles

- 4.1 We provide and maintain Healthy Happy Homes, our aim is to have a considered and speedy approach for the prevention, treatment and eradication of any DMC issues.

This Policy sets out a three-stage approach to DMC:

- Preventive approach – how we will prevent DMC from occurring
 - Reactive approach – how we will respond when DMC issues have been raised by our tenants
 - Monitor and Reporting – how we will manage, monitor and report on DMC cases
- 4.2 We will maintain our DMC Register where we will record all reports of damp and mould, the outcome of the inspection, and include any remedial works issued or surveys by specialised preservation contractors. We will also record contact with tenants following repairs for up to one year.
- 4.3 We will utilise all tools, contractors, and specialist available to eradicate damp or mould within our homes.
- 4.4 We will fully investigate any reports of damp and mould within our homes. We will instruct any necessary remedial works because of building defects, and carry out any ventilation enhancements deemed necessary to reduce excessive moisture created through condensation.
- 4.5 We will provide information to our tenants on how to reduce moisture created within the home.
- 4.6 We will take a proactive approach in identifying and rectifying any external defects that could cause water ingress into our homes. Identification can take place during stock condition surveys, estates management inspections, void inspection and annual tenancy visits. This includes any tenancy changes and inspection of homes as part of mutual exchanges.
- 4.7 The Board is collectively responsible for providing leadership and direction on Health and Safety matters and for approving this policy. The Director of R3 & Asset Management has overall responsibility for the development and implementation of the DMC Policy. The Asset Manager will be responsible for assessing severity of any reported cases and escalating to the Director of R3 & Asset Management any cases which have the potential to become a serious risk.

- 4.8 All staff must be aware of and understand the implications of the DMC Policy and Procedures, ensuring that any reports of damp and mould are treated timeously, and any works provide as little disturbance to the tenants as possible and always ensure their health and safety.

5.0 Objectives

- 5.1 The objectives of the DMC Policy aim to ensure that:

- We are committed to maintaining our homes to a high standard
- We provide a prompt and efficient response to reports of DMC
- Our statutory obligations as a landlord are fulfilled
- We prepare and implement a programme of Planned and Cyclical maintenance, to ensure that predictable areas of potential deterioration are addressed
- We set aside adequate funds annually to resource the costs of reactive repairs and investment within Planned and Cyclical maintenance programmes
- We achieve high levels of tenant satisfaction

6.0 Standards

- 6.1 We will ensure that:

- We are compliant with the Scottish Government Scottish Housing Quality Standards (SHQS) tolerable Standards, specifically Element 2 Free from Rising Damp and Penetrating Damp and Element 3 Must have suitable heating and ventilation as noted within Annex A of the technical guidance.
- We are compliant with tolerable standards set out in Section 86 of The Housing (Scotland) Act 1987 as amended
- The provisions of the Building (Scotland) Regulations 2004, the associated Technical Standards and any amending or superseding regulations are met as required
- We meet the standards required by the Scottish Housing Regulator. These are the average time taken to resolve cases, the percentage of cases that were reopened and the number of unresolved cases at the end of the year.

- We only employ Consultants and Contractors who are willing and able to abide by the terms and conditions of our contracts for maintenance works and achieve the standards required
 - All Consultants and Contractors are registered with the appropriate regulatory bodies and are adequately insured
 - We monitor and appraise the efficient and effective management of all Consultants and Contractors employed on DMC projects as set out in the Contract Management policy
 - Where technically possible, we achieve the standards required by the Scottish Housing Quality Standard and the Energy Efficiency Standard for Social Housing (EESH)
- 6.2 We will develop robust internal procedures on dealing with issues of damp and mould. These procedures will cover:
- Handling of reports from tenants or members of staff of DMC
 - Escalation procedures and monitoring of reports of damp and mould to ensure the issues are dealt with promptly
 - Procedures should outline where members of staff from different departments are required to ensure that any damp and mould is dealt with effectively
- 6.3 It is important when dealing with issues of damp and mould to have a thorough understanding of the condition of all housing stock to identify and manage issues at an early stage. As such, we will gather stock condition data to identify where homes have a greater risk of developing issues with damp and mould.
- 6.4 We can gather Information by including damp and mould checks as part of any annual property inspection programme, at the void stage of homes and checking neighbouring homes for damp and mould when problems have developed in a nearby home with similar characteristics. This will also be carried out as part of mutual exchange and at all tenancy change requests.
- 6.5 If we identify damp or mould in void homes, we will treat any issues before reletting the property.
- 6.6 Our void inspection form includes checking extractor fans and ventilation systems to ensure they are working properly. Any defects will be noted and repaired in line with our Maintenance Policy.
- 6.7 We will include other preventative measures, such as gutter cleaning, in planned maintenance programmes.

- 6.8 Our procedures should be aimed at tackling the root cause of damp and mould in addition to treating the effects of it.
- 6.9 To be sure efforts to treat damp and mould have been effective, initial treatments must be supplemented by a follow up visit to check whether the problem has truly been resolved. This should take place at least six weeks after the initial treatment, although any issues reported by tenants in the meantime should be responded to promptly.
- 6.10 Ongoing monitoring procedures will be developed to prevent mould and damp reoccurring. As such, the installation of indoor air quality monitoring units or smart sensors to track humidity and CO₂ levels where damp and mould have been reported to be an ongoing issue may be considered.

7.0 Responsibilities

- 7.1 Our responsibilities for maintaining the homes we own are contained within elha.com
- 7.2 Further details are contained in the procedures which support this policy.

8.0 Communication and Information

- 8.1 We will provide tenants with information about everyday activities such as: cooking, leaving clothes to dry in rooms and on radiators and taking hot showers that can cause condensation which can lead to dampness and the growth of mould.
- 8.2 We will encourage tenants to report concerns around damp and mould as soon as they notice a problem arising.
- 8.3 We will provide tenants with information on the risks of living with damp and mould, how to identify and report these issues, what steps we will take to address the problem and expected timescales for completion of remedial works.
- 8.4 We will also provide tenants with information on our Complaints Handling Procedure. If having completed our Procedure they are not satisfied with our response, they can complain to the Scottish Public Services Ombudsman and details are provided.
- 8.5 Our Tenant information provides clear, informative guidance to ensure high quality communication is produced that meets the needs of the target audience. This is set out in our Communication Strategy Document.

9.0 Training

- 9.1 All appropriate staff should be provided with training on how to effectively deal with complaints of damp and mould to ensure the issue is properly dealt with in a timeous manner.
- 9.2 All staff, particularly those who may enter tenants' homes or respond to repair requests, should be trained to identify damp and mould and understand the DMC Policy and Procedure for responding to it.
- 9.3 Staff who are likely to respond to reports of damp and mould must be trained and appropriately equipped to assess the issue (including safe use of PPE), identify the root cause, and respond appropriately.

10.0 Data Management

- 10.1 An effective response to damp and mould cases, particularly where the problem is complex or persistent, will require knowledge of the property, the tenant and historic repairs work. As such, all relevant information about our homes and tenants must be recorded along with all actions taken by staff and concerns raised by tenants or third parties.
- 10.2 All targets set for repairs and maintenance work, including responses to damp and mould, must be designed with effective end goals in mind. For damp and mould, a key focus of targets should be whether the issue reoccurred after the initial treatment. This requires a robust data management system to be developed to ensure all necessary documentation is appropriately stored.

11.0 Monitoring and Review

- 11.1 The Asset Manager will submit reports on the performance of the maintenance service to the Performance Committee. The reports will include DMC performance against set targets or standards.
- 11.2 The Director of R3 & Asset Management is responsible for ensuring that all staff involved comply with the DMC Policy and the supporting Procedures.

12.0 Policy Review

- 12.1 The Director of R3 & Asset Management will review this policy every five years or sooner if there is a change in legislation, and will submit only material changes to the Board for approval.

Tenant Debt Write Offs

Report by Karen Barry, Director of Housing – for Approval

1.0 Introduction

Housing staff have reviewed and recommend the write off of former tenancy debts as detailed in **Appendix 1**.

2.0 Debts to be Written Off

Appendix 1 includes a recommendation to write off one significant chargeable repair debt of £57,842.95 which relates to malicious damage to one of the Association's properties during 2017, which was not covered by ELHA's insurance.

The former tenant had a long history of unemployment and mental health issues, and a small repayment arrangement was only agreed when the former tenant was seeking to be rehoused (legislation requires that where there is tenancy debt outstanding in excess of one month, an arrangement must be maintained for three months or thirteen weeks in order to be considered for rehousing). The former tenant maintained small payments towards the debt, totalling £1,425.05, until mid-2024 when they ceased. The full recovery of this debt was never expected given the age and economic status of the former tenant, and though write off is recommended, it will not have a financial impact on the Association as all former tenancy debts are provided for.

Appendix 1 also includes write offs of debts less than £25.00 for noting by the ELHA Board. Senior staff have Delegated Authority to write off such debts in line with the Authorisation and Standard Charges / Allowances Policy.

The annual review of the Authorisation and Standard Charges / Allowances Policy (see **Agenda Item 9**), recommends that the Delegated Authority for the Senior Management Team to write off debts be increased to £750.00.

Recommendations

The ELHA Board is asked to approve the write-off of £75,366.88 in former tenancy debts.

1.0 Former Tenant Debt Write Off

Tenant Number	Total Amount	Rent	Rechargeable Repairs	Housing Benefit Overpayment	Sheriff Officer Fees/ Legal Expenses	Tenancy End Date	Reason
42020141	£101.51	0	£101.51	0	0	23/03/2019	Tenant moved into Nursing home when the tenancy ended, no response to attempt to pursue.
12901503	£57.90	0	£57.90	0	0	10/05/2024	FT paid £300 towards recharges and recommendation to write off remaining amount from account.
11400905	£5,348.95	£302.65	£2,335.63	0	£2,710.67	27/03/2017	Case was with Scott & Co - case closed no trace
10710547	£1,193.12	£509.12	£684.00	0	0	12/02/2018	Case was with Scott & Co - case closed no trace
104319	£652.50	£141.16	£511.34	0	0	27/05/2016	Case was with Scott & Co - case closed no trace
95050233	£814.34	£211.58	£602.76	0	0	23/08/2018	Scott & Co recovered initial sum in 2021 but no payment since and Scott & Co have closed case.
10520164	£4,049.69	£3,471.88	£577.81	0	0	18/12/2017	Case was with Scott & Co - case closed no trace

Tenant Number	Total Amount	Rent	Rechargeable Repairs	Housing Benefit Overpayment	Sheriff Officer Fees/ Legal Expenses	Tenancy End Date	Reason
12900572	£511.87	£511.87	0	0	0	14/07/2017	Scott & Co recovered initial sum in 2020 and 2021 but no payment since and Scott & Co have closed case.
42520095	£1,794.46	£53.38	£1,741.08	0	0	10/06/2024	Tenant on full benefit throughout tenancy, staff aware of financial circumstances & no estate left.
0606b4	£916.88	£118.88	£798.00	0	0	24/08/2023	Next of kin confirmed former tenant has no estate
11020044	£313.84		£313.84	0	0	29/08/2024	Next of kin confirmed former tenant has no estate
12902204	£519.31	£396.19	£123.12	0	0	16/03/2020	No trace through Adamsons - recommended write off
14702901	£430.23	£430.23	0	0	0	16/12/2020	No trace through Adamsons - recommended write off
130521	£427.93	£427.93	0	0	0	10/02/2022	No trace through Adamsons - recommended write off
10911602	£135.24	£135.24	0	0	0	10/04/2023	Adamson's recommend write off - no response to contact attempts and no economical to pursue further.
10710327	£201.79	0	£201.79	0	0	27/10/2016	No trace through Adamsons - recommended write off

Tenant Number	Total Amount	Rent	Rechargeable Repairs	Housing Benefit Overpayment	Sheriff Officer Fees/ Legal Expenses	Tenancy End Date	Reason
11400505	£595.01	£595.01	0	0	0	26/04/2024	No response from executor to contact attempts. Tenant on full benefit throughout tenancy and understood to have no estate.
13604264	£454.00	0	£454.00	0	0	01/06/2022	No trace through Adamsons - recommended write off
0030215	£2,197.49	£1,473.89	£723.60	0	0	24/12/2019	No trace through Adamsons - recommended write off
110046	£87.54	0	£87.54	£0.00	0	04/04/2022	Tenant deceased and rent arrears left on account. Aware of tenant and there is no estate
12902003	£85.75	£0.00	£85.75	0	0	20/04/2022	Recharges following tenant's death. No contact by NOK, and unlikely to have had any estate.
12904903	£412.00	0	£412.00	0	0	07/02/2020	Tenancy terminated 7/2/2020, no contact since. Recommend write off.
95050602	£57,842.95	0	£57,842.95	0	0	24/05/2013	Chargeable repairs applied to account following arson by former tenant. Former tenant paid £1,425.05 from 2017 to 2024 but payments ceased. FT not in employment, not economical to pursue further.

Tenant Number	Total Amount	Rent	Rechargeable Repairs	Housing Benefit Overpayment	Sheriff Officer Fees/ Legal Expenses	Tenancy End Date	Reason
10610012	£1,543.10	£0.00	£1,543.10	£0.00	£0.00	19/07/2024	No response from executor to contact attempts. Tenant on full benefit throughout tenancy and understood to have no estate.
Total Amounts	75,366.88	£3,458.49	£69,197.72	£0.00	£2710.67		

2.0 Former Tenancy Debts < £25

Tenant Number	Total Amount	Rent	Rechargeable Repairs	Housing Benefit Overpayment	Sheriff Officer Fees/ Legal Expenses	Tenancy End Date	Reason
14701601	£5.28	£0.00	£5.28	£0.00	£0.00	15/06/2022	Under £25.00
15609202	£6.84	£0.00	£0.00	£6.84	£0.00	30/09/2021	Under £25.00