

A meeting of the Management Committee will take place on
**Thursday 23 March 2023 at 7.00pm at Head Office,
Haddington**

Please advise staff if you are unable to attend.

Joyce Bolan
Secretary

B U S I N E S S

1.0 GENERAL

- 1.1 Apologies
- 1.2 Declaration of Interest by Management Committee Members
- 1.3 Minutes of 23 February 2023 – **for approval**
- 1.4 Action List – for information
- 1.5 Matters Arising

2.0 GOVERNANCE

- 2.1 Secretary's Report – for information
- 2.2 Equality and Diversity Action Plan 2023/24 – **for approval**
- 2.3 Training Needs Analysis – **for approval**

3.0 PRIORITY ITEMS

- 3.1 Charitable Donations 2022/23 – **for approval**
- 3.2 Care & Repair Small Repairs Service – **for approval**

4.0 POLICIES

- 4.1 Authorisations and Standard Charges / Allowances Policy Review – **for approval**
- 4.2 Tenancy Sustainment Policy Review – **for approval**
- 4.3 Risk Management Strategy Review – **for approval**
- 4.4 Chargeable Repairs Policy Review – **for approval**
- 4.5 Treasury Management Policy Review – **for approval**
- 4.6 Stock Investment Strategy – **for approval**

5.0 BUSINESS MANAGEMENT

6.0 ANY OTHER BUSINESS

DATE OF NEXT MANAGEMENT COMMITTEE MEETING

Thursday 25 May 2023 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 23 February 2023, and confirms the actions taken as a result.

Minute Ref	Action Required	Action By	Action Taken
1.3	Publish the papers and minutes from the November 2022 Management Committee meeting on elha.com	ES	Complete
2.2	Update the Scottish Housing Regulator in relation to the Notifiable Event	DM	Complete
3.1	Confirm the Care & Repair Budget for 2023/24	PO	Complete
4.1	Update the Driving Policy on the ELHA file structure and Management Committee area of elha.com	ES	Complete
4.2	Amend the Policy Document as minuted, then update in the ELHA File Structure and on elha.com	ES	Complete
5.1	Implement the Shared Ownership Occupancy Charge increase and paper-free discount	KB	Complete

Secretary's Report – for homologation

1.0 Membership

No new applications for membership received.

2.0 Use of Seal for Homologation

2.1 Joint Disposition with [REDACTED] of 41/5 Market Street, Haddington in favour of [REDACTED] and [REDACTED] on 16 February 2023

2.2 Issue of Share Certificate 383 to [REDACTED], new member, Haddington on 2 March 2023

Recommendation

The Management Committee is asked to Homologate the use of the Seal.

Equality and Diversity Action Plan 2023/24

Report by Martin Pollhammer, Chief Executive – for Approval

1.0 Introduction

An Equality and Diversity Policy was approved by the Management Committee in September 2016. Included as part of the Policy, is an Equality and Diversity Action Plan. This Plan is reviewed each year by the Management Committee with approval sought for the coming years Action Plan.

The review of the Equality and Diversity Policy is overdue. The Scottish Housing Regulator has introduced significant new regulatory requirements, and the Scottish Federation of Housing Associations has introduced new guidance, both underpinned with new requirements to collect Equality Data. The publication of the guidance was both delayed and then subject to repeated review and re-publication, which impacted on the specification and development of new software to collect the required data.

A final software specification was signed off in Autumn 2022, significantly behind schedule. Software development has taken longer than expected, but is now in use for both tenants and housing applicants, which covers 99% of the data set required. Development of software to collect staff and governing body member data is complex and is now unlikely to be delivered until Autumn 2023. However, given this makes up less than 1% of the overall data set, this will now allow a full review of the policy in 2023/24.

2.0 2022/23 Action Plan

During 2022/23, out of six actions on the plan, four have been completed, one superseded and one is ongoing, as follows:

Ref	Action	Responsibility	Status
ED1	Review the revised SFHA Equalities Reporting Guidance once published.	Senior Management Team	Completed
ED2	Install and test the new data collection software in My Home and These Homes, to meet the new Equality Data Collection requirements.	Senior Management Team	Completed

Ref	Action	Responsibility	Status
ED3	Begin the collection of Equality Data in My Home and These Homes.	Senior Management Team	Completed
ED4	Review the Equalities and Diversity Policy	Executive Support Officer	Delayed until 2023/24
ED5	Review Equality Strategy	Senior Management Team	Superseded by policy review
ED6	Review Equalities budget to ensure it is sufficient for implementation of the Equality Action Plan	Director of Finance	Completed

3.0 Action Plan 2023/24

The “Disability Confident Employer” assessment was carried out in October 2022. The Group continues to meet the requirements and is able to use the logo.

Given the fundamental need to review the Equalities and Diversity Policy, actions for 2023/24 are restricted to developing the data collection software to allow staff and governing body data to be collected, and to completing the necessary policy reviews. New actions are likely to fall out of that development work.

The proposed Action Plan for 2023/24 is as follows:

Ref	Action	Responsibility	Target Date
ED1	Review the Equalities and Diversity Policy	Senior Management Team	September 2023
ED2	Introduce Equality Data Collection for staff and governing body members	Senior Management Team	September 2023
ED3	Review Equalities budget to ensure it is sufficient for implementation of the Equality Action Plan	Director of Finance	January 2024

Recommendation

The Management Committee is asked to approve the Equality and Diversity Action Plan for 2023/24.

Training Needs Analysis

Report by Brian Logan, Chair – for approval

1.0 Introduction

Training Needs Assessment (TNA) forms have been issued, with 12 out of 13 returned by the cut off time for this paper.

Comprehensive information has been gathered from the returned TNA's, which assess the Management Committee's overall competence in the various categories rather than simply individual training requirements.

2.0 Management Committee Training Plan 2023/24

The Training Plan for 2023/24 has been based on the outcomes of the TNA's received. In addition, to provide an accurate assessment across all Management Committee members, the 2022/23 response has been used for the one member who had not been able to respond in time.

Clearly no-one is expected to be fully competent within every area, but if the Management Committee as a whole have the required skills set, then this is sufficient. This does not preclude individuals from receiving tailored training to improve their skills, but the focus for the training programme is based on areas where the overall skill level within the Management Committee is lower.

Section 8 of the TNA form is scored based on understanding. Therefore, the higher the score (both individually and collectively), the higher the skills and knowledge level.

Description	Score
Have a full understanding	3
Have some understanding	2
Have little understanding (training required)	1

Appendix 1 sets out the responses made by individual Members.

The average subject skill level based on 13 responses across the various different subject areas is 33. This is an increase from 31 in the previous year, but this is partially due to having one new member since last year. A more accurate comparison is provided by the average individual skill level across all subjects, which at 2.5 is slightly lower than the previous year (which was 2.6). However, it should be noted that four new subjects were introduced during 2022/23, and the average skill scores for these are lower than for the existing subjects, thus bringing down the overall average. Despite this, the Management Committee's general competence across all areas is still midway between level 2 (some understanding) and level 3 (a full understanding of the subject).

There are four Management Committee members who reported a skill level of 1 in any area, although all of these have a score of 1 in respect of at least one of the four new subject skills introduced during 2022.

In general terms, this demonstrates the Management Committee’s overall competence. Any individual with training needs will have this met by an individual training plan which will be discussed during the individual annual reviews with the Chair.

This year’s results show that there are only three out of 19 subjects where Subject Skill Level is less than 30, and these are all part of the four new subject skills introduced during 2022/23. These subjects are:

- Understanding of software applications and digital information systems
- Understanding current government policy and support for homelessness
- Provision of housing and support services to older people.

The Training plan for 2022/23 had training requirements for three subjects: Developing New Homes, Employment and Human Resources, and Knowledge of Care & Support Organisations. Angela Brunton, Care & Repair Manager provided a presentation on Knowledge of Care & Support Organisations at the start of the September 2022 Management Committee meeting. Presentations on the other two subjects were explored, but unfortunately, it was not possible to schedule these during the year. Additional training on Treasury Management was provided at the Management Committee Away Day in November 2022.

Given the introduction of four new subjects during the last year, and that the subject skill levels on three of these were the lowest recorded, it is proposed that the training plan for this year focus on those subjects. On that basis, Waterstons, who are ELHA’s IT provider, have been approached to make a presentation at the start of the May 2023 Management Committee meeting. It is hoped to arrange presentations on the other two topics for the November 2023 Away Day.

The table below sets out the training requirements for the year, including the proposed delivery method and trainer / training agency.

It was identified in the TNA’s that Management Committee members were split over their preferred time of training, with some preferring training prior to the start of a Management Committee meeting and others preferring other weekday evenings, but the majority happy to do anytime. A discussion is therefore required over the agreed timings for training sessions (however any or all of them could be included as part of the Management Committee Away Day programme). Other training needs identified can be met on a one-to-one basis, or by attendance at suitable conferences / training events (although see Section 3 below).

Training Requirement	Delivery Method	Trainer	Provisional Date
Understanding of software applications and digital information systems.	External Trainer	Waterstons	7.00pm 25 May 2023

Training Requirement	Delivery Method	Trainer	Provisional Date
Understanding current government policy and support for homelessness	External Trainer	TBC	November 2023
Provision of Housing and Support Services to Older People	External Trainer	TBC	November 2023

3.0 Conference Attendance

Conferences have now restarted following the recent pandemic, and several Management Committee members have expressed an interest in attending the SFHA Conference, and / or the RIHAF Conference in the coming year.

In previous years, attendance at conferences had been relatively low, which meant that the budget had been able to accommodate all requests, however with increased interest this year, it will be necessary to explore costs, and the available training budget. Once this has been clarified, then Management Committee will be informed.

Recommendation

The Management Committee is asked to approve the Management Committee Training Plan for 2023/24

Training Needs Analysis 2023/24

Scores														
Scottish Federation of Housing Associations (SFHA) Annual Conference	AF	BL	DR	ES	IA	JC	JB	KH	PE	PH	PM	SE	P Hi	Subject Skill Level
Knowledge of tenants' needs and how to meet these	3	2	3	2	2	2	2	3	3	3	2	3	2	32
Understanding the responsibilities of a Management Committee Member	3	3	3	3	3	2	3	3	3	3	2	3	3	37
Knowledge of the Scottish Housing Association movement	2	3	3	3	2	2	2	3	2	3	2	3	3	33
Role of the Scottish Housing Regulator	3	3	3	3	3	2	2	3	2	3	2	3	3	35
Knowledge of care and support organisations	2	3	3	2	2	2	2	3	2	3	1	3	2	30
Business planning and strategy development	3	3	3	2	2	2	2	2	3	3	2	3	3	33
Participating in meetings constructively	3	3	3	2	3	2	3	3	3	3	3	3	3	37
Financial awareness	3	3	3	2	2	2	3	1	3	3	2	2	3	32
Employment and human resource issues	3	3	3	2	3	2	2	2	2	3	2	3	2	32
Developing new homes	3	3	3	3	2	3	2	1	2	3	3	3	2	33
Housing management and maintenance	3	3	3	3	2	2	2	3	3	3	3	3	3	36
Legal liabilities of the Association	2	3	3	3	2	2	2	2	3	3	2	3	3	33
Performance standards and monitoring	3	3	3	3	2	2	2	3	3	3	2	3	3	35
Governance	3	3	3	3	2	2	2	3	3	3	2	3	3	35
How Group Structure Works	3	2	3	3	3	2	2	2	3	3	2	3	3	34
Understanding of software applications and digital information system.	2	2	2	2	2	2	1	1	2	2	2	2	2	24
Understanding current government policy and support for homelessness.	3	2	2	2	2	2	1	2	1	3	2	3	3	28
Customer consultation, marketing and communications.	2	3	3	2	3	2	1	3	2	3	3	3	3	33
Provision of Housing and Support Services to Older People.	2	3	2	2	2	2	1	3	2	3	1	3	3	29
Individual Skill Level	51	53	54	47	44	39	37	46	47	56	40	55	52	621

Scores:
 Have a full understanding= 3
 Have some understanding= 2
 Have little understanding= 1

2.7 2.8 2.8 2.5 2.3 2.1 1.9 2.4 2.5 2.9 2.1 2.9 2.7 32.7

Average subject skill level= 33.

(621 / 19 subjects) = 32.7.

Average individual skill level per subject=38

(621 / 13) = 47.76.

Average overall individual skill level= 2.5

(32.7 / 13) = 2.52.

Additional Comments
(AF) - Regular updates on relevant Health and Safety Legislation in relation to Social Housing.
(DR) - Understanding digital systems.
(ES) - Open to any training and development opportunities. Better understanding of workings of development role of Places for People for elha and of new planning framework.
(PHi) - I would like to develop more of an understanding of ELHA's services, including R3, and its homes. It would be great to have the opportunity to shadow a front line member of staff for half a day and go on a stock tour etc.

Highlighted column - based on 2022/23 assessment

Charitable Donations 2022/23

Report by Martin Pollhammer, Chief Executive – for Approval

1.0 Donation Policy

The Association's accumulated surplus at 31 March 2022 was £14.9m. 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 £74k, 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 Management Committee is responsible for approving donations.

2.0 Proposed Donation 2022/23

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 and the Director of Finance, Paula Oliver. Given the conflict of interest, David and Paula will leave the meeting during the discussion of this item.

Recommendation

The Management Committee is asked to approve a donation of £1,000 to the Care & Repair Charitable Trust during the year ending 31 March 2023.

Care & Repair Small Repairs Service

Report by Angela Brunton, Care & Repair Manager – for approval

1.0 Introduction

The Small Repairs Service had one 17.5 hour post and one 28 hour post up until one of the Small Repairs Officers retired in December 2021, and the post has remained vacant during this time due to the status of the funding for Care & Repair. The service has been operating with a 17.5 hour position only, which has had an impact on the service provided and created a large waiting list for appointments. The Small Repairs Officer retired on 31 January 2023 and the position has been filled on a temporary basis until 31 March 2024.

2.0 Small Repairs Officer

Care & Repair has received confirmation from East Lothian Council that the budget for 2023/24 will be frozen, and the service provision has been reviewed.

The proposal is to increase the Small Repairs Officer post from 17.5 hours per week to 28 hours per week. There is currently a seven to eight month waiting time for routine repairs and increasing the hours of the Small Repairs Service provision will assist to reduce this time and provide a more satisfactory level of service.

3.0 Impact on the 2023/24 Budget

The 2023/24 ELHA Budget, which was approved by the Management Committee on 23 February 2023, was based on a 17.5 hour Small Repairs Officer post, and the overall service projected to generate a surplus of £23,107. Increasing the hours to 28 per week is projected to reduce this surplus to £10,721. Whilst this reduces the availability of surpluses available to use in future years, it makes the existing service more efficient and effective.

Recommendation

The Management Committee is asked to approve the additional hours per week for the Small Repairs Officer position.

Authorisations and Standard Charges / Allowances Policy Review

Report by Paula Oliver, Director of Finance – for Approval

1.0 Introduction

The Authorisations and Standard Charges / Allowances Policy outlines the responsibilities for authorising expenditure and signing documents throughout the organisation, 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

A number of changes are proposed to the policy as follows:

2.1 Main Policy Document

Throughout the overall documents, references to the “Director of Finance” have been extended to the “Director of Finance & Corporate Services” and references to the “Director of Asset Management” extended to the “Director of R3 & Asset Management” to incorporate the new titles for these Directorships on the retirement of the current post holders and the handover periods.

Section 5.0 – Authorisation / Signing of Cheques, Standing Orders, Direct Debits, Bacs and Chaps Payments

5.1 It is proposed that the requirement for the Director of Finance and Finance Manager to not normally jointly sign cheques is removed. There are very few cheques issued these days and most are for small amounts to Scottish Power for void electricity and for tenant refunds (authorised by the Housing team) where a BACS payment is not possible.

5.5 The example of an exceptional authorisation has been changed to reflect a more likely scenario, given the amendment at 5.1.

5.6 Provision has been made for changes to the list of staff / Management Committee members authorised signatories. Changes would be confirmed once new staff / Management Committee members are confirmed.

Section 9.0 – Procurement Policy – Quotation / Tender Requirement

Clarification has been made that the sums specified are exclusive of VAT.

Section 10.0 – Administration Fees

It is proposed that administration charges are not applied to tenant Chargeable Repairs and are applied on a discretionary basis for arranging repairs for Sharing Owners and owner occupiers, depending upon the cost and nature of the repairs being arranged.

Section 12.0 – Decoration Allowances

Decoration allowances have been increased in line with the cost of the paint packs.

Section 15.0 – Staff Allowances

Staff allowances have been updated with EVH's 2023/24 rates and the tax treatment of the various allowances noted. The Essential Car Users Allowance for Electric Vehicles (ECUA-EV), the mileage rate for these vehicles and the mobile phone allowance have been introduced by ELHA and are not standard EVH allowances. The ECUA-EV is calculated as three times the standard EVH ECUA, and the mileage rate one third of the standard EVH rate. The mobile phone allowance was introduced over 10 years ago and has remained at £192 per annum (£16 per month) since its introduction, it is proposed that this be increased to £240 per annum (£20 per month).

Section 16.0 – Management Committee / Board Member Allowances

EVH do not provide standard allowances for Management Committee as they are not employees. Unlike employees, Management Committee members are not on the payroll, it is therefore important to ensure that any payments made to Management Committee members are not taxable. The Management Committee / Board Member Allowances have therefore been reviewed and revised to reflect HMRC's approved benchmark scale rates.

Section 19.0 – Rental Income

This section has been updated for the 2023/24 points rent and Key Tenant Scheme Rent Discounts.

2.2 Appendices

Appendices 1 and 3 are in the form of an excel spreadsheet which sets out the authority to order goods and services, and to authorise invoices, to be filtered for individual job roles. These are complex and large spreadsheets and it is not practical to attach paper copies of them to this report.

It is confirmed that Delegated Authority for the Chair is included in the matrix, (Appendix 1), to enable them to commit and authorise expenditure on staffing, for example on recruitment.

Appendices 2, 4 and 5 are attached in full. Managers are responsible for checking that the delegated responsibilities are correct for their staff within the matrices, and access to change responsibilities is tightly controlled (all staff can access on a read only basis).

The appendices reflect the addition of new / amended posts. A range of transaction and monthly limits is proposed for the R3 Contracts Managers to support the higher level of purchasing required by one individual Contracts Manager.

The chargeable repair prices in Appendix 5 have been increased by 13.4% and then have been rounded (up or down) to the nearest £5.

No significant changes are proposed to the remaining policy and its appendices.

Recommendation

The Management Committee is asked to approve the revised Authorisations and Standard Charges / Allowances Policy.

ELHA POLICY

Date Issued August 1996

Last Reviewed March 202~~3~~²

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/[Director of Finance & Corporate Services](#)

Next Review Date March 202~~4~~³

Contents

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

Appendices

- Appendix 1 – Table of ELHA Expenditure Authorisation Responsibilities
- Appendix 2 – Table of ELHA Expenditure Authorisation Levels
- Appendix 3 – Table of R3 Repairs Expenditure Authorisation Responsibilities
- Appendix 4 – Table of R3 Repairs Expenditure Authorisation Levels
- Appendix 5 – List of Chargeable Items

1.0 AUTHORISATION OF LEGAL / ADMINISTRATIVE DOCUMENTATION (Unspecified)

- 1.1 The Secretary or any Management Committee Member is authorised to sign Deeds and documents on behalf of the Group, and any R3 Board member is authorised to sign Deeds and Documents on behalf of R3, in accordance with our Requirements of Writing Policy.
- 1.2 Senior Management Team Members are authorised to sign contracts for goods and services, Service Level Agreements and leases of no more than 5 years duration and which are within budget provisions.

2.0 AUTHORISATION OF TAXATION DOCUMENTATION

In addition to the Secretary and any Management Committee Member, the Chief Executive and Director of Finance are authorised to sign taxation documentation on behalf of the Group.

3.0 AUTHORISATION OF SCOTTISH HOUSING REGULATOR / SCOTTISH GOVERNMENT DOCUMENTATION

- 3.1 The following people are authorised to sign documents for The Scottish Housing Regulator / Scottish Government, including grant approvals:

Chief Executive

Director of Finance/Director of Finance & Corporate Services

Director of Housing

Director of Asset Management/Director of R3 & Asset Management-

Secretary

Chairman

Staff must provide the relevant information to support the Project Approval / Acceptance. This is in accordance with our procedures.

- 3.2 In addition, application for grant payments can be authorised by the following Places for People staff:

David Brotherston

Susan Davies

4.0 AUTHORISATION OF EXPENDITURE

The members of staff authorised to make commitments or orders to incur expenditure and to approve invoices under our various budget headings are detailed in **Appendices 1 and 3** of this document and their expenditure limits are detailed in **Appendices 2 and 4**.

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.

- (b) 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 and must be counter authorised by a Senior Manager.
- (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.

4.1 Authorisation of Expenditure Within Budget

Specific authorisation levels are detailed in **Appendices 1 and 2**. These clarify the scope and limit for approving orders and authorising invoices, within budget, for individual roles within the organisation.

4.2 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 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.

4.3 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:

4.3.1 Summary of Financial Delegated Powers for Costs Outwith Budget

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

<p><u>Director of R3 & Asset Management</u>) and Director of Finance/<u>Director of Finance & Corporate Services</u> jointly</p> <p>Chief Executive/ (Director of Housing) or Director of Finance/<u>Director of Finance & Corporate Services</u> and Director of Asset Management/<u>Director of R3 & Asset Management</u> or Asset Manager jointly</p> <p>Budget Holders</p>	<p>Planned/ cyclical maintenance cost overruns</p> <p>All</p>	<p>N/A</p> <p>£5,000</p>	<p>1% of budget cost</p> <p>1% of budget cost</p>
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- 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 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 meeting of 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 Asset Management/Director of R3 & Asset Management will have delegated responsibility to authorise expenditure out with budget to the limits set out above.

4.3 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.

5.0 AUTHORISATION / SIGNING OF CHEQUES, STANDING ORDERS, DIRECT DEBITS BACS and CHAPS PAYMENTS

- 5.1 All cheques must be signed by two of the Association’s authorised signatories. Where possible, the signatories should be persons other than those responsible for authorising the expenditure. ~~The Director of Finance and Finance Manager should not normally jointly sign cheques.~~
- 5.2 Two of our authorised signatories must sign any direct debit, standing order or mandate.
- 5.3 Salary payment transfers via BACS to employees’ bank accounts must be authorised by two of our authorised signatories. The staff member (either the Finance Manager or the Director of Finance/Director of Finance & Corporate Services), who was responsible for reviewing the weekly/monthly payroll should not normally also authorise the BACS transfer.
- 5.4 Two of our authorised signatories must authorise payments to suppliers by BACS/CHAPs. The staff member who was responsible for preparing the payment should not normally also authorise the BACS/CHAPs transfer.
- 5.5 Details of any exceptions to authorisation procedures (for example when it has been necessary for the ~~Director of Finance Manager to authorise a BACS payment for wages/salaries that they were responsible for reviewing) and Finance Manager to jointly sign cheques~~) are recorded in the “Exceptional Authorisations Register” and reported annually to the Audit & Assurance Committee.
- 5.6 For the above purposes, the following (or their successors) are authorised signatories:

STAFF

Chief Executive _____ Martin Pollhammer
 Director of Finance _____ Paula Oliver
Director of Finance & Corporate Services Gary Alison
 Director of Asset Management _____ Duncan Mackay
Director of R3 & Asset Management To be confirmed
 Director of Housing _____ Karen Barry
 Finance Manager _____ Ian Cuthill

MANAGEMENT COMMITTEE

Secretary Joyce Bolan
 Chairman ~~Peter Ewart~~ Brian Logan
 Committee Members Peter Hayman, Peter Ewart
 and
 David Rose

6.0 AUTHORISATION OF EX GRATIA PAYMENTS

- 6.1 The following are authorised to make/approve ex-gratia compensation payments:

Limit	Authority to Approve Payment
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£500	Director of Housing/Director of Asset Management/ Director of R3 & Asset Management
£1,000	Chief Executive/Senior Management Team
> £1,000	Audit & Assurance Committee/ R3 Repairs Board

7.0 AUTHORISATION OF DEBT WRITE OFFS/CREDIT WRITE BACKS

- 7.1 All write offs of our debts (amounts owed to the Group), except individual former tenant debts of less than £25, or R3 client debts of less than £100, must be authorised by the Audit & Assurance Committee or R3 Repairs Board respectively. The Director of Housing/Housing Manager may authorise the write-off of individual tenant debt which is less than £25 and will report these to the Audit & Assurance Committee. The Director of Asset Management/[Director of R3 & Asset Management](#)/R3 Service Manager/R3 Technical Manager may authorise the write off of individual R3 client debt which is less than £100 and will report these to the R3 Board.
- 7.2 In cases where we have no contact details for the former tenant/customer, the Audit & Assurance Committee/ R3 Repairs Board may authorise the write back of credit balances held for more than one year.
- 7.3 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.

8.0 AUTHORISATION OF REFUNDS

- 8.1 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.

- 8.2 **Where we have a forwarding address for former tenants/customers**, and no other debt exists the following staff are authorised to refund ELHA credit balances:

Limit	Authority to Approve Refund
-------	-----------------------------

£300	Housing Officer
>£300 <£750	Housing Manager
>£750	Director of Housing / Senior Management Team Member

8.3 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

Limit	Authority to Approve Refund
£300	Contracts Manager and Business Development Manager
>£300 <£750	Service Manager and Technical Manager
>£750	Director of Asset Management/ <u>Director of R3 & Asset Management</u>

8.4 In cases where we have no contact details for ELHA former tenants/customers, the Audit & Assurance Committee may authorise the write back of credit balances held for more than one year, to the Association’s accounts.

8.5 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.

9.0 PROCUREMENT POLICY – QUOTATION/TENDER REQUIREMENT

9.1 Our quotations and tender requirements for varying levels of expenditure (excluding VAT) are as follows:

Estimated value of contract	Procedure to be followed
Below £5,000 works and services / supplies*	Work may be authorised within individual officer limits and contractor / supplier may be directly engaged without any form of public procurement exercise.
Between £5,000 and £25,000 works and services / supplies*	Where possible, a minimum of three competitive quotations to be invited via Quick Quote (QQ).
Between £25,000 and £50,000 works services / supplies*	Where possible, a minimum of three competitive quotations to be invited via Quick Quote (QQ) using standardised documentation and processes (for example, a specification, Quality Document (if appropriate) and return date to be sent to all contractors / suppliers being asked to provide costs). Lowest priced contractor or Most Economically Advantageous Tender (MEAT) can be used and to appoint.

Between £50,000 and £2m works*	Best Practice tender process to be followed with at least three competitive tenders invited via Scottish Contract Notice via PCS tendering procedure. Contractor evaluated as being the (MEAT) to be appointed.
Between £2m and £4,733,252 works and Between £50,000 and £189,330 services / supplies*	Formal Scottish tender process to be followed with at least three / five competitive tenders invited via Scottish Regulated Contract Notice via PCS full tendering procedure. Contractor / supplier evaluated as being the (MEAT) to be appointed.
Over £4,733,252 works and Over £189,330 services / supplies*	Formal OJUK tender process to be followed with at least three / five competitive tenders invited via UK Regulated Contract Notice via PCS full tendering procedure. Contractor / supplier evaluated as being the (MEAT) to be appointed.

* out with any existing Measured Term Contracts (MTC) values that are imbedded within a contract

Where costs are below £25,000 (excluding VAT) the Chief Executive has Delegated Authority to award contracts for works / services / goods if:

- The Chief Executive considers it is appropriate to make the direct award
- The Management Committee deems there is a requirement for those services to be directly awarded and so instructs the Chief Executive accordingly
- Any such relaxation must be reported to the next meeting of the appropriate Committee/Board.

10.0 ADMINISTRATION FEES

10.1 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

11.0 CHARGEABLE REPAIRS

11.1 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 5**. 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.

12.0 DECORATION ALLOWANCES TO TENANTS

12.1 We provide all new tenants in our re-lets with a paint pack or a voucher to the same value dependent upon the size of the property. The paint pack costs are noted below.

	Flats	Houses
1 bedroom	£ <u>220175</u>	£ <u>240195</u>
2 bedroom	£ <u>26005</u>	£ <u>290230</u>
3 bedroom	£ <u>29535</u>	£ <u>305240</u>
4 bedroom	Not applicable	£ <u>390310</u>

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
Kitchen	£65
Bathroom	£50
Hall	£40
Stair and Halls	£75
Double Bedroom	£75
Single Bedroom	£65
Decorating Equipment	£50

13.0 Decant / Disturbance Allowances

13.1 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.

13.2 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.

13.3 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 14.1). This is **in addition** to the costs set out in the Temporary Accommodation and Decants Policy.

13.4 Housing Officers have the authority to commit to bed and breakfast accommodation up to the value of **£90.00** 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.

14.0 TENANCY SUSTAINMENT FUND

14.1 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 can make awards up to this value. Anything above should be approved by the Housing Manager.

15.0 STAFF ALLOWANCES

15.1 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	£ 497.523 per annum
Spectacles (Excess over amount recoverable from Simplyhealth)	£ 99.13 <u>104.33</u> per annum less amount recoverable from Simplyhealth
Essential Car Users Allowance	£ 1,472,549 per annum
<u>Essential Car Users Allowance – Electric Vehicle</u>	<u>£4,647 per annum</u>
Mileage up to 10,000 miles	45p <u>(tax free)</u>

Mileage over 10,000 miles	25p (tax free)
<u>Mileage (all) for an Electric Vehicle supplied through the ELHA salary sacrifice scheme</u>	<u>15p (amount above 5p subject to PAYE and NI)</u>
Passengers per mile <u>in own car (not for EV's supplied through the ELHA salary sacrifice scheme)</u>	5p (tax free)
Subsistence if engaged on Group business for a period of more than 10 hours	£ 18.91 <u>17.97</u>
Subsistence if engaged on Group business for a period of between 5-10 hours out-with the area	£ 11.57 <u>11.00</u>
Mobile phone allowance	£ 240 <u>192</u> per annum

15.2 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.

15.3 R3 Repairs Allowances

Description	Allowance
First Aid	£ 523 <u>per annum</u> (£10.06 per week or £43.58 per month) now the same as ELHA's per week
Spectacles (Excess over amount recoverable from Simplyhealth)	£ 104.33 <u>99.13</u> 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	£ 17.97 <u>18.91</u>
Subsistence if engaged on Group business for a period of between 5-10 hours out-with the area	£ 11.00 <u>11.57</u>

16.0 STAFF CALL-OUT RATES

16.1 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
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

16.1.1 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.

16.2 No Call-Out Required – Telephone or Text response

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.

At Night (as defined at 16.1), 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 16.1), 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.

16.3 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

17.0 MANAGEMENT COMMITTEE / BOARD MEMBER ALLOWANCES

17.1 ELHA Management Committee Members and R3 Repairs Board members are entitled to claim a number of expenses in line with Policy. These rates are within the HMRC Approved Benchmark Scale Rates and are tax free. The current rates for these are as follows (receipts are not required except where indicated):

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

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

18.0 CAPITALISATION OF EXPENDITURE

18.1 The Group has a lower level below which items of expenditure should not be capitalised. The current level is **£500.**

19.0 RENTAL INCOME

19.1 The rental income per point for the year from 1 April to 31 March is 150,244.7 pence.

19.2 The 'Bronze Key tenant discount' will be £5 per month for tenants who meet the required criteria.

- 19.3 The “Gold Key tenant discount” will be £15 per month for tenants who meet the required criteria
- 19.3 The “Platinum Key tenant discount” will be £25 per month for tenants who meet the required criteria
- 19.4 The “Diamond Key tenant discount” will be £35 per month for tenants who meet the required criteria
- 19.5 The “New tenant discount” will be the full first month’s rent.

20.0 REVIEW OF POLICY

- 21.1 The Director of Finance/[Director of Finance & Corporate Services](#) will review this policy annually, with any amendments required being submitted to the Management Committee for approval.

ELHA Authorisation Levels ~~2022/23~~2023/24

Association staff are authorised to commit/order expenditure and/or to authorise invoices, against the relevant analysis codes outlined in **Appendix 1**, up to the amounts specified in the table below:

Title	Approval of Commitment/Order	Authorisation of Invoice
Senior Corporate Services -Assistant, Corporate Services Assistant, IT Officer/ Senior IT Assistant	£200+VAT	not applicable
Senior Finance Officer/ Finance Officer	£200+VAT	not applicable
Care & Repair Assistant, SRS Officer	£200+VAT	not applicable
R3 Contracts Managers, R3 Business Development Manager, and R3 Repairs Administrators	£500+VAT	not applicable
Executive Support Officers, Housing Assistants, Customer Information Digital Services Officer, R3 Team Leader, Senior Housing Assistant	£2,500+VAT	not applicable
Asset Management Assistant, R3 Service Manager, R3 Technical Manager	£5,000+VAT	not applicable
Housing Officer	£5,000+VAT	£2,500 + VAT
Care and Repair Officer	£5,000+VAT	£2,500+VAT
Property Officer	£10,000+VAT	£5,000+VAT
Departmental Manager	To Budget	To Budget
Senior Manager	To Budget	To Budget
Chairman	To Budget	To Budget

“To budget” means that authorised signatories may approve commitments or orders or approve invoices to the limit of the approved budget for a particular budget head within their area of authority (as per **Appendix 1**).

Departmental Managers include the following posts:

- Care and Repair Manager
- Finance Manager
- Housing Manager
- Corporate Services Manager
- Asset Manager

Senior Managers include the following posts:

- Chief Executive
- Director of Asset Management
- Director of Finance
- Director of Housing

ELHA Electronic Credit Card Limits

Card Holder	Transaction Limit	Monthly Limit
Asset Manager	£600	£2,000
Care & Repair Manager	£1,000	£2,000
Corporate Services Manager	£600	£2,000
Finance Manager	£600	£2,000
Housing Manager	£600	£2,000

R3 Repairs Authorisation Levels ~~2022/23~~2023/24

R3 staff are authorised to commit/order expenditure and/or to authorise invoices, against the relevant analysis codes outlined in **Appendix 3**, up to the amounts specified in the table below:

Title	Approval of Commitment/Order	Authorisation of Invoice
Operative	£1,000 + VAT	not applicable
Repairs Administrator	£2,000 + VAT	not applicable
Apprentice /Assistant Materials Co-ordinator	£2,000+ VAT	not applicable
Materials Co-ordinator	£25,000 + VAT	not applicable
Service Manager/Technical Manager	To Budget	To Budget
Contracts Manager	£25,000 + VAT	£10,000 + VAT
Business Development Manager	£25,000+VAT	£10,000+VAT
Team leader	£10,000 + VAT	£5,000 + VAT
Director	To Budget	To Budget
Chairman	To Budget	To Budget

“To budget” means that authorised signatories may approve commitments or orders or approve invoices to the limit of the approved budget for a particular budget head within their area of authority (as per **Appendix 3**).

R3 Electronic Credit Card Limits

Card Holder	Transaction Limit	Monthly Limit
Assistant Materials Co-ordinator	£500	£2,000
Materials Co-ordinator	£2,000	£10,000
Team Leader	£3,000	£6,000
Contracts Managers	£3,000- £7,500	£6,000- £7,500
Business Development Manager	£3,000	£6,000
Service Manager	£10,000	£10,000
Technical Manager	£10,000	£10,000
Director of Asset Management	£10,000	£10,000

List of Chargeable items

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

Notes

1. 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.

Tenancy Sustainment Policy Review

Report by Karen Barry, Director of Housing – for approval

1.0 Introduction

The Tenancy Sustainment Policy was last reviewed in November 2017 and is now overdue its periodic review.

2.0 Revised Policy

Tenancy sustainment is not new to the Association and has always been an integral part of the Housing Team's work to not only ensure that the rent is collected, but to support tenants to thrive in their homes. However, the recent pandemic and the current cost of living crisis has brought about many new or increased challenges for people, placing a demand on resources, highlighting the need for partnership working with external agencies, and emphasising that tenancy sustainment and homelessness prevention work has never been more important than it is now.

During the past few years, the Association has increased prevention and support work through a variety of ways, and tenants consulted on any significant changes to service at that time those changes were introduced. Considering this, only a desktop review has been carried out, though in January 2023 the Tenant Involvement Group were consulted on the proposed changes which are tracked on the **Policy Document** attached to this report.

The recommended changes are summarised below:

Section 2.0 - Legal & Regulatory Framework, has been updated to reflect some of the key legislation that underpins this Policy, and to detail other Scottish Social Housing Charter outcomes applicable to tenancy sustainment. Recognition has also been given to the joint Scottish Government and COSLA Strategy 'Ending Homeless Together' and to the Scottish Government's proposals to legally formalise the responsibilities of social landlords to prevent homelessness.

Section 4.1 - Prevention, has been updated to reflect the services introduced over the past five years to help ensure that new and existing tenants can successfully maintain their tenancies. This includes:

- My New Home and the provision of information for prospective tenants prior to signing their tenancy agreement
- The Key Tenant Scheme and My New Home Rent Discounts
- Access to digital inclusion support

- Affordability assessments
- Staff will proactively aim to identify vulnerabilities amongst new and existing tenants and ensure appropriate assistance or support is provided
- Healthy Happy Home Checks
- Family & Friends Service for tenants requiring support to manage their tenancy online

Section 4.2 - Tenancy Support, has been amended to:

- Expand on the information relating to the Money and Home Energy Advice Service. The Association introduced the Home Energy Advice Service in 2020 to help alleviate fuel poverty
- Recognise the Association's commitment to tackling domestic abuse by signing the Chartered Institute of Housing's (CIH) Make a Stand Pledge in 2019
- Highlight improved procedures relating to the management of anti-social behaviour introduced in 2018 following a TIG Scrutiny exercise

Section 4.3 - Partnership Working, has been amended to:

- Highlight a recent two-year project working partnership with Women's Aid and East Lothian Council to house women who are survivors of domestic abuse with co-occurring substance abuse or mental health issues using a Housing First approach, and to continue working in partnership to ensure that appropriate support continues
- State that ELHA will collaborate with other RSL's and partnering agencies to access grant funding particularly during this cost of living crisis
- State that ELHA will work closely with East Lothian Council and partnering agencies when housing refugees to ensure the appropriate support is in place

Section 5.1 - Staff Training, has been amended to reflect the specialist training that staff undergo. During this past two years, Housing Officers have undertaken a range of training to enable them to respond sensitively and appropriately to dealing with domestic abuse, mental health and substance issues including the administering of Naloxone, a medication used to reverse or reduce the side effects of opioid overdose. Staff have also attended courses in Adverse Childhood Trauma and Hoarding. All front line staff are signed up to complete the Shelter Information and Advice training during 2023/24 which will take up to six months to complete and will provide staff with professional qualification in Housing Law at Levels SQA Level 6 & 7.

Section 6.2 - Performance Monitoring, has been added to emphasise the importance of tenancy sustainment and that the Scottish Housing Regulator monitors the Association's performance in relation to this through the Annual Return on the Charter.

3.0 Equality Impact Assessment

The Scottish Housing Regulator has introduced significant new regulatory requirements regarding equalities and the Scottish Federation of Housing Associations (SFHA) has introduced new guidance to support this. The publication of this new guidance was both delayed and then subjected to repeated review which has impacted on the timing of the review of the Association's Equality and Diversity Policy, now delayed to September 2023.

Part of the new requirements is to complete an Equality Impact Assessment (EIA), the aim of which is to consider the equality implications of a policy, practice or service, and to consider if there are ways to proactively advance equality and prevent discrimination against people who are categorised as being disadvantaged or vulnerable within communities the association serves. The EIA procedure requires to be developed and will form part of the revised Equality and Diversity Policy. In view of this an EIA of the Tenancy Sustainment Policy will be carried out retrospectively.

Recommendation

The Management Committee is asked to approve the revised Tenancy Sustainment Policy.

ELHA POLICY

Date Issued	June 2010
Department	Housing Management
Title	Tenancy Sustainment
Objective	To specify our approach to ensuring support is available to tenants who need support to remain in their tenancies
Responsible	Director of Housing
Review Date	March 2023
Next Review Date	March 2028

1.0 Introduction

1.1 We want to achieve our vision of Healthy Happy Homes and for all our tenants to have successful tenancies, but we recognise that some people require support to remain in their home and to manage their tenancy well.

Tenancy Sustainment is a generic term for the prevention of tenancy breakdown or a 'failed tenancy'. A failed tenancies can be disastrous for the tenant who may end up homeless or back living with family and find it difficult to secure another tenancy. They are also a waste of resources because each additional property becoming empty incurs significant costs. It can also be disastrous for the tenant who may end up homeless or back living with family and find it difficult to secure another tenancy.

1.2 We consider that a tenancy has 'failed' if it ends by:

- Eviction
- Abandonment
- Early termination (a tenancy which lasts under 12 months)

We recognise that there may be other less obvious reasons why people give up their tenancies such as domestic abuse and other forms of harassment. We also recognise that people may terminate their tenancy early for positive reasons such as finding a new job or moving in with their partner.

1.3 The cost of a failed tenancy can be high for both the tenant and the Association. Every failed tenancy represents:

- Abortive resource commitments
- Rent loss during the time property is empty
- Costs incurred associated with the re-letting of a property
- In some cases, legal costs
- Supplementary costs incurred by other agencies or authorities who subsequently take responsibility for accommodating the former tenant
- The human cost to the person who again finds themselves in need of accommodation and may now have additional issues to overcome, such as former tenancy debt

1.4 There are known risk factors in relation to early tenancy failure, and particular household types may need help or assistance in sustaining their tenancies. The following list is not exhaustive:

- Mental health issues
- Learning difficulties
- Drug and alcohol addiction problems
- Disabilities
- Leaving care
- Domestic violence
- Poverty / fuel poverty
- Extreme youth or immaturity
- Young parents
- Older people with support needs
- Families with support needs
- No established local networks

Other causes of tenancy breakdown are:

- Allocations in unwanted areas
- Dis-satisfaction with property condition
- Antisocial behaviour
- Debt problems
- Inability to secure adequate furniture and equipment
- Lack of support with resettlement and setting up home
- Isolation
- Insufficient information sharing and partnership working

1.5 ~~Tenancy sustainment is not just about reducing the number of evictions and abandonments we have but encompasses a range of activities designed to increase the overall well-being of tenants and reduce the risk of tenants getting into difficulty. is not a new concept for us, and~~ Our staff are experienced in assisting tenants to sustain their tenancies and preventing homelessness. This policy recognises that it is not currently our role to carry out detailed assessment of needs or to case manage tenants with specific needs, but that we must be proactive in signposting and referring tenants to both external agencies and our ~~Financial Inclusion Service~~ Money & Home Energy Advice Service, with the expertise to assist.

2.0 Legal and Regulatory Framework

2.1 We will comply with all relevant legislation and regulations including the following (the list is not exhaustive):

- Housing (Scotland) Act 2001 & 2010
- Homelessness etc (Scotland) Act 2003
- Homelessness (Scotland) Regulations 2012
- Antisocial Behaviour Act etc. (Scotland) 2014
- General Data Protection Regulations 2018
- Equality Act 2010

~~The Scottish Social Housing Charter sets out the results that tenants and other customers should expect social landlords to achieve. It covers housing activities only and details 16 Outcomes and Standards. We comply with all relevant Outcomes including Outcome 11 'Tenancy Sustainment' which states:~~

~~'Social landlords must ensure that tenants get the information they need on how to obtain support to remain in their home and ensure suitable support is available, including services provided directly by the landlord and by other organisations'~~

2.2 We will also comply with the Scottish Housing Regulator's Social Housing Charter Indicators which support the requirements of the Scottish Social Housing Charter, and in particular, the following outcomes:

<p><u>Equalities</u></p>	<p><u>Social landlords perform all aspects of their housing services so that:</u></p> <p><u>They support the right to adequate housing, and</u> <u>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</u></p>
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<u>Communication</u>	<u>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</u>
<u>Repairs, Maintenance and Improvements</u>	<u>Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done</u>
<u>Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes</u>	<u>Tenants and other customers live in well-maintained neighbourhoods where they feel safe</u>
<u>Housing Options</u>	<u>People looking for housing get information that helps them make informed choices and decisions about the range of housing options available to them</u> <u>Tenants and people on housing lists can review their housing options</u> <u>People at risk of losing their homes get advice and information on preventing homelessness</u>
<u>Tenancy sustainment</u>	<u>That tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations</u>

2.3 This Policy supports the Scottish Government and COSLA strategy 'Ending Homelessness Together'. This strategy recognises the important role of other agencies in providing advice, assistance and support to prevent households reaching crisis point, with partnership working at its core.

2.4 The Policy also supports the principles of the Scottish Government's Prevention of Homelessness Duties consultation which ended in April 2022. This consultation included proposals to legally formalise the responsibilities of social landlords to prevent homelessness so that landlords act within their power to identify and mitigate the risk of homelessness as early as possible. The risks they need to take account of include those resulting from rent arrears, neighbour and relationship concerns, domestic abuse, and risk to a tenancy due to impending court action.

3.0 Aims & Objectives

3.1 This policy aims to:

- Ensure that tenancy sustainment underpins the delivery of our housing services
- Minimise the costs associated with tenancy failure
- Ensure resources are directed towards proactive tenancy management solutions
- Optimise service satisfaction levels

3.2 By implementing a Tenancy Sustainment Policy we seek to prevent tenancy failure and homelessness by:

- Prevention

Taking steps prior to and from the start of a tenancy which will identify issues and assist in tenancy sustainment.

- Tenancy Support

Being proactive in identifying prospective and existing tenant vulnerability and ensuring the appropriate support is put in place to sustain a tenancy.

- Partnership Working

Developing networks and partnership working with other agencies to address vulnerabilities and assist in sustaining tenancies.

4.0 Tenancy Sustainment in Practice

4.1 Key Objective 1 - Prevention

Pre-Allocation Stage

4.1.1 We operate These Homes, a choice based lettings system which reduces the risk of applicants accepting an inappropriate tenancy through offers of property being made that the applicant does not want, but then may feel pressured to accept. We aim to identify support needs at the point of registration and at the pre-allocation interview, and to ensure that any appropriate support is in place at the start of the tenancy. Our These Homes (Allocations) Policy states that we will not allocate a vacancy if support needs exist which cannot be met. It also states that in exceptional circumstances, we may allocate a home on management grounds if for

example, there are high levels of support needs, severe harassment, or domestic abuse.

4.1.2 Unless impractical due to excessive distance, we visit all prospective tenants at home before confirming a re-housing offer. As well as confirming all of the information provided in the applicant's housing application, this visit aims to ensure that the prospective tenant fully understands the obligations that come along with a tenancy and is able to fulfil them. It is also important that prospective tenants have a realistic expectation about the property and what is available (for example the availability of public transport) -otherwise it could affect whether a particular tenancy is likely to be sustainable. Where potential problems or vulnerabilities are identified referrals will be made to appropriate external advice agencies or to our Money & Home Energy Advice Service (see section 4.2) -with the aim of addressing issues before the tenancy starts. When making referrals the Housing Officer will also plan an early new tenancy visit to ensure that any issues are being effectively managed and followed up.

4.1.3 We know that many tenants benefit from a helping hand when moving into a new home, particularly if it is their first tenancy or they are moving into a new area. We will not assume that incoming tenants know about setting up a new home and how they get the things they need, for example:

- Making applications for assistance with housing costs,
- Making links to local services
- Setting up utility payments
- Furnishing their property
- Obtaining gardening equipment.

The Housing Officer will enquire whether prospective tenants have all that they need to move and set up home at the pre allocation interview.

4.1.4 We carry out accompanied viewings to all of our empty properties/homes. This provides an opportunity to explain the characteristics of the property and the local area, and for the prospective tenant to raise any concerns or issues. Accompanied viewings # also provides another opportunity to ensure that any support needs are identified and addressed to allow the tenant to move in and be able to live in the property.:-

4.1.5 All of our empty homes must meet our minimum re-let standard before they are re-let. We do not normally decorate empty homes but give every new tenant a Welcome Pack and a Dulux Paint Pack, or, if they prefer, a decoration voucher to assist with any re-decoration needed. In exceptional circumstances, the Housing Manager may agree to support a new tenant with redecoration if they are unable to do the work

themselves (e.g. the elderly or disabled) and they have no support to assist them.

4.1.6 Prospective tenants will be encouraged to manage their future tenancy online which will provide them with monthly rent discounts through the Key Tenant Scheme. They can access their My New Home account before signing their tenancy agreement which provides a range of information to help them manage their tenancy. We will offer digital inclusion support for new (and existing) tenants who have difficulty with digital methods of communication. New tenants will receive a full month's rent discount if they manage their new tenancy online for the first three consecutive months and meet the set criteria for the award.

4.1.7 We aim to ensure that our new tenants fully understand their tenancy obligations at the time of signing their agreement and highlight some of our key housing management policies (e.g. Rent Arrears, Neighbour Nuisance, Estate Management) which emphasise early intervention and prevention, and adopt a customer centred approach and highlight that eviction is always a last resort.

~~Unless impractical due to excessive distance, we visit all prospective tenants at home before confirming a re-housing offer. As well as confirming all of the information provided in the applicant's housing application, this visit aims to ensure that the prospective tenant fully understands the obligations that come along with a tenancy and is able to fulfil them. Where potential problems or vulnerabilities are identified referrals will be made to appropriate external advice agencies or our Money Advice Service with the aim of addressing issues before the tenancy starts. When making referrals the Housing Officer will also plan an early new tenancy visit to ensure that any issues are being effectively managed and followed up.~~

~~We ensure that all information provided to applicants and tenants is in plain English, easy to understand and in a format suited to each individual. Our quarterly newsletters include regular information about support agencies and services in East Lothian.~~

~~We provide an independent Money Advice Service for our tenants and will ensure maximum take up of benefits wherever possible (See section 4.2).~~

~~Our Rent Arrears policy emphasises the importance of arrears prevention and encouraging tenants to seek help before debt becomes unmanageable. Eviction is always a last resort.~~

4.1.8 We will not normally take income into account before offering a tenancy to someone, however we will discuss income and expenditure with all prospective tenants and carry out credit reference checks. This is to:

- identify any potential financial ~~money~~ problems before the start of a tenancy
- encourage the prospective tenant to think about the costs involved and whether ~~or not~~ they are ready to manage such costs
- identify those tenants who may not be able to sustain a tenancy due to financial problems
- ensure we provide the appropriate support through our Money & Home Energy Advice Service so that they can sustain their tenancy

4.1.9 We will carry out an affordability assessment using the SFHA Affordability Tool before every new tenancy starts. We will address any affordability issues by referring new tenants to our Money & Home Energy Adviser for income maximisation, debt, and budgeting advice.

4.1.10 We recognise that effective communication is an important area to get right, especially as different types of households may prefer to communicate in different ways, and different tenants may have a range of different needs and issues. Our Communication Strategy fully sets out how we will communicate effectively and states that we will ensure that all information provided to applicants and tenants is in Plain English, easy to understand and in a format suited to each individual. Our e-news, quarterly newsletters and Facebook page include regular information about support agencies and services in East Lothian.

Existing Tenants

4.1.11 We recognise that though certain groups of tenants may be vulnerable. Sometimes tenants who were previously coping well in their tenancies experience life changes that lead to difficulties. This can be brought to our attention in a variety of ways, for example:

- Rent Arrears and non-engagement
- Anti-social behaviour
- Persistent 'no access' for gas service
- Poor property condition
- Neighbours and other third parties expressing concerns

4.1.12 We will be proactive and aim to identify any vulnerabilities prior to and at the start of a tenancy, and through regular contact throughout the duration of the tenancy. Once we become aware of a potentially vulnerable tenant, we will seek to provide a range of assistance either

by staff directly or through a referral to external support agencies (see sections 4.2 Support and 4.3 Partnership Working).

4.1.13 We will carry out Healthy Happy Home Checks to all our tenants at regular intervals. These visits help to build positive relationships from the start of a new tenancy and throughout, and Housing Officers will gather detailed information to enable them to provide or arrange effective support. These visits also enable us to profile our tenants to ensure that we are delivering the services they need.

4.1.14 Tenants can receive monthly rent discounts by managing their tenancy online through their My Home account. For tenants who may struggle to do this, we offer a Family & Friends Service to ensure they can access the Key Tenant Scheme.

4.2 Key Objective 2 – Tenancy Support

4.2.1 We have a Tenancy Sustainment Fund to help tenants in unusual circumstances, where their tenancy could be placed at risk and there are no alternative options for help as outlined at **Appendix 1**. Our Housing staff will be proactive in identifying tenants who need help and working with them and other agencies to ensure that it is provided.

4.2.2 We also provide a free, confidential, holistic Money & Home Energy Advice Service to our tenants and members of their household, looking at all aspects relating to money issues, energy, and fuel poverty. During office hours, the Money & Home Energy Adviser is normally available to provide full advice by appointment to suit the tenants needs, either by telephone, in the office or at home. Our Housing Staff and online Live Help service can provide basic information and make appropriate referrals to the Service.

The Money & Home Energy Adviser works closely with our Housing staff to support and enable new and existing tenants to ensure the rent is affordable by giving advice and assistance in claiming or challenging welfare benefits to maximise income, developing budget skills and providing home energy advice in order to sustain their tenancy.

an independent Financial Inclusion Service. Our Money Adviser can offer a wide range of information, support and advice in confidence; and can help with budgeting, benefits, debt repayment, energy efficiency and grants & loans.

4.2.3 We will ensure that the required support is in place at the start of a new tenancy and- if we cannot help, we will refer tenants to the appropriate support provider as issues are identified. For example, we may

- make referrals to Recycling First ELVON, furniture recycling project prior to the start of a tenancy,
- Refer tenants to ELC Homelessness Prevention Team, the Citizens Advice Bureau, and/or the Scottish Welfare Fund Changeworks (for fuel poverty)
- Refer tenants to support agencies such as East Lothian Mediation Resolution Team and Victim Support where they are affected by anti-social behaviour

4.2.4 The Association signed the Chartered Institute of Housing's Make a Stand pledge in 2019, committing to take action to support people experiencing domestic abuse. Our Domestic Abuse Policy describes what we will do to support our tenants and their families who are victims of abuse.

4.2.5 If a tenant complains about anti-social behaviour or harassment, we do not limit our response to the merit of the complaint but have a follow up process before closing the complaint to enquire about the tenant's wellbeing and any support they may need. We will also check with the person subject of the complaint to see if they need any support (for example if they have any mental health issues).

4.3 Key Objective 3 – Partnership Working

4.3.1 We work in partnership with a range of organisations skilled to provide the appropriate support to our tenants, for example, East Lothian Council Housing ~~Access Option~~ Team, The Bridges Project and Changeworks, and We will strive to develop partnership working further and will develop referral arrangements with other agencies for tenants who may need more help than we can provide as a landlord.

4.3.2 Following a successful Housing First project, providing accommodation for women who are survivors of domestic abuse with co-occurring mental health and substance misuse issues, we continue to work in partnership with Women's Aid to ensure that appropriate support for our tenants remains in place, to assist them from putting their tenancy at risk or from having to move.

4.3.3 We will also collaborate with other Registered Social Landlords to access grant funding to support tenants where taking a partnership approach in an application is more likely to be successful.

4.3.4 We will work closely with East Lothian Council and partnering agencies where we have agreed to provide accommodation to refugees to ensure that the appropriate support, translation, and interpretation services are

in place. Staff will be informed of the cultural differences and take cognisance of these when communicating/visiting with these tenants.

4.3.5 We operate a joint Antisocial Behaviour Policy with East Lothian Council to minimise incidents of antisocial behaviour and work with them to deliver the National Accommodation Strategy for Sex Offenders.

4.3.6 We will also work with R3 Repairs on occasion to educate identified tenants on how to carry out small repairs and show them how to decorate, ~~to~~ This helps to ensure that our properties are maintained in a reasonable condition and assists tenants to learn key skills to succeed in their tenancies.

4.3.7 We participate in various Welfare Reform Working Groups in East Lothian and beyond. We also work closely with the Department of Work and Pensions at strategic level to ensure, as far as reasonably possible, the smooth transition to ~~a new Benefit System~~ Universal Credit.

5.0 Staff Training

5.1 We will ensure that appropriate staff are trained to identify potentially vulnerable households. Staff receive specialist training to be able to respond sensitively and appropriately to issues such as domestic abuse, as well as training in mental health awareness and trauma informed practice. All front line staff will comply with our Information and Advice Policy to ~~Our Housing, Property and Reception staff were all trained to Level 1 of the Scottish National Housing Standards for Information and Advice in year one of this policy, to~~ ensure our customers receive the right information and advice.

6.0 Performance Monitoring

6.1 We carry out ~~post-allocation / exchange~~ a range of satisfaction surveys to gauge levels of satisfaction with our services and identify any areas where tenants feel we could do better. Exit interviews, when tenants decide to end their tenancy, are another valuable source of information. The information gathered is used to identify where we may need to improve our services to applicants and tenants.

6.2 We will measure progress by monitoring tenancy sustainment on a quarterly and annual basis and report findings to the ~~Housing & Property Services Sub~~ Audit & Assurance Committee and on our Performance 365 microsite on elha.com.

6.3 We have an obligation to report annually to the Scottish Housing Regulator through the Annual Return on the Charter (ARC) on the following tenancy sustainment indicators:

- Number of tenancies sustained in the previous reporting year by source of let
- The turnover of lettable stock in the last year
- Number of applicants on the waiting list for medical adaptations, the
- Number of Notice of Proceedings issues and court actions initiated
- Number and reason for eviction
- Number of properties abandoned in the last year

7.0 Policy Review

7.1 The Director of Housing will ensure that this policy is reviewed every five years. Any amendments required will be submitted to the ~~Housing Services Sub-Management~~ Committee for approval.

Appendix 1

Tenancy Sustainment Fund

What is the Tenancy Sustainment Fund?

The aim of the Tenancy Sustainment Fund is to help tenants in unusual circumstances, where their tenancy could be placed at risk and there are no alternative options for help (i.e. statutory or charitable help).

We have a limited amount of money available each year, so it's crucial that we ensure that we use this in the best way possible. The Tenancy Sustainment Fund will be used to purchase '~~Starter Packs~~' key household items for new tenants who do not have the means to buy the basics ~~household items~~ and can also be used for other things that are considered critical in assisting someone to sustain their tenancy.

We recognise that ~~each individual's~~ everyone's circumstances are different and wish to ensure that we are able to make awards to those in genuine need.

With this in mind, we have kept the criteria for awards from this fund as open as possible whilst setting out criteria to guide decisions and ensure that use of the fund is seen to be fair.

Awards

New and existing tenants who are working with the ~~Financial Inclusion~~ Money & Home Energy Advice Service or other support providers because their tenancy is considered at risk or there are concerns about them being able to sustain a tenancy can be considered for an award. Applications cannot be made by tenants directly or by external organisations.

An award will be considered if:

- There is a problem that is affecting or is likely to affect the ability to sustain the tenancy; and
- The tenant cannot reasonably resolve this issue without help; and
- It's not possible or reasonable to access this assistance elsewhere.

The Fund should *not* be used:

- for items which could be secured through the Scottish Welfare Fund (see http://www.eastlothian.gov.uk/info/200254/welfare_reform/1504/welfare_reform/5 for more information);
- to pay rent or rent arrears;

- for anything which is not considered critical to the success of a tenancy.

How can the Tenancy Sustainment Fund help?

The Tenancy Sustainment Fund will generally be used to directly pay for goods and services which will be provided to meet the tenant's individual requirements. Where suitable goods cannot be sourced by ELHA directly, vouchers may be provided for tenants to buy specific goods. Awards are capped to the value of £400 unless in very exceptional circumstances with approval by the Housing Manager.

~~We will provide 'Starter Packs' through the fund. Our Starter Packs contain some of the items considered to be highest priority for beginning a new household. The contents of our starter pack include items for the kitchen, bedroom, bathroom, and cleaning materials. We understand that it is very difficult to successfully start a tenancy without some basic items. However, it can be challenging for some new tenants to secure such things.~~

Award Criteria

Before an award will be made, ~~customers~~ tenants must normally be working with the Housing Officer, an external support provider or our Money & Home Energy Adviser. A financial assessment will be part of the award process.

The award criteria will be defined as a tenant who:

- Meets the aims of the fund
- Has low or no income
- Is in reduced or distressed circumstances
- Has suffered an unforeseen life event

An income and expenditure assessments must be completed and confirmation of income seen and recorded. If the tenant has insufficient disposable income to manage the issue then an award can proceed.

The fund will not normally be used to pay other debts —but there may be some exceptional circumstances where we may decide to contribute to a utility debt—see **Appendix 2** for an example of this.

Awards up to the value of £250.00 can be made by the Housing Officer, anything above this amount must be approved by the Housing Manager who will be responsible for monitoring the budget.

The fund is designed to assist tenants to remain in their homes and make a success of their tenancy. Priority will be given to applications where the award is

believed important to avoid future problems. Applicants should be willing to engage with support offered to them to assist with this.

Unless in exceptional circumstances, awards will be limited to one per tenancy within a 12 month period.

The Housing Officers will record and monitor awards made from the fund and the Housing Manager will monitor spend monthly.

Identifying Tenants Who May Need Support

Referrals can be made by any staff (e.g. Housing Assistants, Property Officers, Asset Manager, R3 operatives) or the [Financial Inclusion Money & Home Energy Advice](#) Service using the standard referral form. We recognise that ~~each individual's~~ everyone's circumstances and needs differ but the following provides some guidance for referrals.

New Tenants

- Moving into first independent tenancy
- Currently homeless
- Unfamiliar with the local area
- Previous -failed tenancy (i.e. eviction, abandonment, short term)
- History of anti-social behaviour
- History of rent arrears
- Concerns about furnishing/flooring their new home
- Literacy difficulties
- Will be paying rent either wholly or partially by Housing Benefit
- Universal Credit claimants

Existing Tenants

- Tenancy is at risk due to rent arrears, anti-social behaviour, or condition of property/garden
- Experiencing significant changes that may affect their ability to manage their tenancy (e.g. transition to Universal Credit, relationship breakdown, bereavement)
- Poor condition of property/lack of furniture
- Wishing to move into work, training, or education
- Difficulties involving energy supplier
- Missed repair, planned maintenance or gas safety appointments

Appendix 2

Examples of tenants who may receive an award from the fund

- A customer whose serious life events have caused a delay moving into a new tenancy, resulting in arrears for the amount not covered by Housing Benefit/Universal Credit. An adjustment could be considered to the value of the arrear.
- An elderly couple's house has become very unclean as they have struggled to manage cleaning but haven't felt able to ask for help for quite some time. They are now in receipt of additional benefits and will be able to arrange for a Home Help to maintain their house on a regular basis, but it needs a one off deep clean first. The fund could help to pay for this.
- A tenant whose lifestyle has been extremely chaotic is trying to get back on track and secure an exchange to an area where ~~he has~~they have more support. However, the decoration in the living room is extremely poor and ~~he~~they would not gain consent to exchange in the current condition. ~~He is~~They are keen to complete the work but cannot afford the cost of the materials. The fund could assist to pay for decoration materials.
- A young mother's washing machine has broken. She's been advised that it needs to be replaced. This tenant works limited hours and operates on an extremely tight budget. Her application to the Scottish Welfare Fund has been turned down and she is not fitting the criteria for the main charitable trusts. She has used doorstep lenders in the past but has been helped to move away from that style of borrowing and is desperate not to return.

These examples act as guidance only – we would expect the circumstances of each application to be unique.

Chargeable Repair Service Policy Review

Report by Duncan Mackay, Director of Asset Management – for approval

1.0 Introduction

The Association has been experiencing increasing difficulty in arranging access for essential work where work to meet current regulatory or safety standards is required, this being most notable in relation to the installation of heat and smoke detectors and to carry out EICR inspections. In addition to this, there has been an increase in tenants not allowing access for scheduled installations such as replacement kitchens, heating systems etc, and for “complex” repairs or replacements which require the attendance of more than one trade.

It is important to note that no changes are proposed at this time to the way missed routine repair appointments are handled. These are subject to a separate review to be taken forwards in 2023/24.

2.0 Tenant Consultation

The Housing (Scotland) Act 2001 made it a legal requirement to consult tenants before making any significant changes to service related policies, and a consultation exercise took place during January 2023 regarding changes to the Chargeable Repair Policy, the results of which can be found at **Appendix 1**. This includes all comments received from tenants in relation to these proposals.

Tenants were asked whether the Association should charge for the cost of a repair call where an appointment had been arranged with the tenant, but when the operative arrived at the property, they were not given access. Of those who responded, 72% agreed with this, though there were comments made regarding whether a contractor should be charged for not turning up. Tenants also highlighted that there are circumstances when they may have to leave the property such as in the case of an emergency.

Tenants were also asked if they agreed that the Association should charge for the costs where staff have to force entry into a property. Of those who responded, 81% agreed with this proposal, although once again, there were comments made regarding whether a contractor should be charged for not turning up and that there are circumstances when they may have to leave the property such as in the case of an emergency.

3.0 Existing Practice

Before entry is forced, several attempts will have been made to contact the tenant. This includes appointments, e-mails / letters, telephone calls and visits. When no option remains other than a forced entry, tenants are given a final appointment date and a warning over the charges that apply if entry has to be forced. In most circumstances, by this stage, tenants will allow access. Staff act sensibly in these situations and only force access if there is no other option left.

In terms of major works and improvements, staff from either ELHA, the contractor, or more usually both, will have been in contact with tenants well ahead of the works, and will have agreed things like choices of kitchen units and so on. Start dates are carefully agreed and documented, and in almost all cases, personal visits will have taken place ahead of the works. In any situation where tenants cannot allow access because of an emergency or other good reason, staff respond sensitively, but rearranging works can cause significant disruption.

4.0 Proposed Changes

The current **Policy Document** (attached to this report) states at 1.8 that “We will consider charging tenants for abortive emergency call-outs”, however the policy does not currently include any specific mention of charging for the misuse or abuse of the Repair Service by tenants, or for not allowing access for essential maintenance or major improvement works.

To address this, it is proposed to make additions to paragraph 1.8, and add additional paragraphs 1.9 to 1.12. The costs to be charged generally relate to the Chargeable Repair costs published in the Authorisations and Standard Allowances Policy, which is updated annually (for 2023/24 charges, see **Agenda Item 4.1**).

5.0 Equality Impact Assessment

As noted at **Agenda Item 4.2**, the Scottish Housing Regulator has introduced significant new regulatory requirements regarding equalities and the Scottish Federation of Housing Associations (SFHA) has introduced new guidance to support this.

Part of the new requirements is to complete an Equality Impact Assessment (EIA). The EIA procedure requires to be developed and will form part of the revised Equality and Diversity Policy. In view of this an EIA of the Chargeable Repair Policy will be carried out retrospectively once this Policy Review has been completed.

Recommendation

The Management Committee is asked to approve the amendments to the Chargeable Repair Policy.

ELHA POLICY

Date Issued	29 November 2012
Last Reviewed	March 2023
Department	Asset Management
Title	Chargeable Repair Service
Objective	To minimise the loss of income through the prompt and effective recovery of chargeable repair costs.
Responsible	Director of Asset Management
Next Review Date	March 2028

1.0 Policy

- 1.1 We will carry out Chargeable Repairs with the express agreement of the tenant or owner, provided there are no unpaid chargeable invoices outstanding. The only exceptions to this will be when an emergency repair is necessary because of damage caused by the tenant.
- 1.2 We reserve the right to insist that the specification of a major component meets our current standard. This is to ensure that the quality of major components, such as the replacement of external doors is not compromised.
- 1.3 We will charge owners for the costs incurred by us, on their behalf, such as building insurance, maintenance / mutual repairs and landscape and gardening services. An administration fee will be included in the overall fee to contribute towards our administration costs and arranging of the services.
- 1.4 We will take reasonable steps to recover costs where we have carried out work. We will consider the potential costs in time and money to the Association when trying to recover costs.
- 1.5 We will not charge mutual owners for shared costs without their written agreement, except for emergency repairs carried out to safeguard the occupants and protect the property.
- 1.6 We will encourage mutual owners to carry out repair work when we are the minority owner and will pay our share of the agreed costs. However, we will consider a request from the majority owners to provide a cost for the work and may carry out the work on their behalf provided we have the written agreement of all owners (see also paragraphs 3.4 and 3.5).

1.7 We will cancel owners' building insurance where payment is not received within the specified time. If this happens, we will notify their mortgage lender, (if known) that the building insurance is not paid, putting the property at risk.

1.8 We will consider charging tenants for abortive emergency call-outs ~~and, in exceptional circumstances, for wasted time or abuse of the services we provide.~~ When applied, this charge will normally be the full cost of the service provided.

1.9 ~~Where we have agreed an appointment has been agreed with the tenant for complex work or installations such as heating, bathroom or kitchen replacements, we will consider charging them tenants if no access is given when the contractor arrives.~~ The amount charged will be the call out rate in the Authorisations and Standard Allowances Policy (which is reviewed annually), multiplied by each operative or member of staff attending the appointment.

1.10 We will normally charge tenants when we force entry to a property, for example when we have to carry out essential servicing or repairs, or during the course of the repossession of the property. The amount we will charged is set out in our Authorisations and Standard Allowances Policy, which is reviewed annually.

1.11 Tenants have the right to appeal a decision we make to charge them the costs set out in Sections 1.8 to 1.10 above. Appeals should be made within two weeks of the disputed decision. We will acknowledge the appeal within two working days and provide a full response within 10 working days.

4.81.12 The Asset Manager has discretion to waive charges in exceptional circumstances.

4.91.13 When a Chargeable Repair is to be charged at the end of a tenancy, we will make every effort to contact the former tenant to make a suitable arrangement to clear the debt.

4.101.14 All outstanding former tenant and owner debts will normally be referred to a debt collection agency apart from :

- When a repayment arrangement –has been agreed and is being maintained
- Where debts are considered uneconomical to pursue or there are exceptional circumstances, for example, those debts arising from a tenant's death, if we know that there is no estate (such cases will be considered for write off)

4.111.15 The following repairs are recognised as those that we would generally charge for as they are the tenant's responsibility. This list is not exhaustive:

- Boarding up windows and doors

- Reglazing windows
- Forcing entry
- Forcing entry and changing the locks
- Changing locks
- Replacing internal doors
- Replacing bathroom fittings (wash hand basins, WC's and cisterns)
- General damage by the tenant

1.1⁶⁵ Chargeable Repair costs –are reviewed on an annual basis and –any increases will be applied from 1 April the following year.

2.0 Current Tenant Chargeable Repairs Procedure

2.1 When a repair is classed as a Chargeable Repair, we will advise the tenant:

- That the repair is their responsibility
- The cost of doing the work on their behalf
- That they can arrange the repair themselves using their own contractor
- That we reserve the right to replace major components to our minimum current standard

2.2 We will tell the tenant of the total cost of the repair, (which includes VAT), however, if the Chargeable Repair is not a common repair for which we hold costs, we will advise the tenant that we will obtain a cost, and revert back to them within an agreed timescale before proceeding any further.

2.3 We will raise a works order when the tenant has accepted the price quoted and will write to them, confirming the details of the repair ordered, the agreed cost and the contractor who will carry out the work.

2.4 We will maintain a record of all issues relating to Chargeable Repairs. This will include a record of phone calls, contact with contractors and any variations to the works order.

2.5 Our Finance Department will send an invoice to the tenant within 30 days of receiving notification from the contractor that the work is complete. Tenants must pay invoices within 14 days of receipt. If the invoice is not paid within this time we will send a reminder letter giving them a further 14 days to pay. We will consider sending the debt to a debt collection agency if the invoice remains unpaid.

- 2.6 Whilst an invoice remains unpaid, we will not instruct any further Chargeable Repairs on behalf of the tenant until the invoice is paid or a suitable repayment arrangement has been agreed and is being maintained. However, both the Asset Manager and Housing Manager have discretion to order further Chargeable Repairs in exceptional circumstances. For example, if a Chargeable Repair is required to make the property wind and watertight or for health and safety reasons.
- 2.7 We will always attempt to recover Chargeable Repair debts and will expect tenants to make arrangements to clear them if they want a transfer or an exchange. If a tenant has both rent and Chargeable Repair debts, then the recovery of the rent arrears will take first priority, though this may depend on an individual tenants circumstances and we may seek to have a repayment arrangement in place for both debts
- 2.9 If a tenant terminates their tenancy and the invoice remains unpaid, we will remind them that they must clear the debt before the termination date, failing which the debt may be passed to a debt collection agency for recovery

3.0 Mutual Repairs Procedure

- 3.1 We will prepare and price a detailed schedule of works for common repairs involving mutual owners.
- 3.2 Once the price has been established, we will inform each mutual owner, in writing of:
- Details of the proposed repair
 - The estimated cost of the work, and their share of the costs
 - That they can arrange the repair themselves using their own contractor.
- 3.3 We will ask all owners to confirm that they agree to the work being carried out and that they accept responsibility to pay their share of the cost inclusive of VAT.
- 3.4 If a majority of owners agree that the work should go ahead, we will inform all of the owners that the majority has agreed and will proceed with the work.
- 3.5 If a majority of owners agree that the work should go ahead, but we are a minority owner, we will decide whether we want to proceed with the work or advise the majority owners to organise the repair themselves. An example of when we may do the work is if there is a health and safety issue.
- 3.6 If we proceed with work, we will instruct the contractor to carry out the repair according to the schedule of work at the agreed price.

- 3.7 The majority procedure described at 3.4 will apply to the repair of common parts only and does not include improvements such as door entry systems. Improvements require the consent of all owners.
- 3.8 Before the work starts, we will provide each owner with:
- The contractors name, and contact details
 - The date when work will begin
 - The length of time the work will take
- 3.9 We will keep owners fully informed, in writing, of any changes that affect the progress or cost of the work.
- 3.10 We will maintain a record of all issues relating to the repair. This will include:
- A record of phone calls and correspondence
 - Contact with the contractor
 - Contact with owners
 - Variations to the work
- 3.11 The Finance Department will send an invoice to each owner within 30 days of receiving notification that the work is completed.
- 3.12 Invoices must be paid within 14 days of receipt. If the invoice is not paid, the Finance Department will send a reminder letter giving the owner a further 14 days to pay. If the invoice is still not paid, or a suitable arrangement to pay has been agreed and not maintained, we will send a final letter giving the owner a further 7 days before passing the debt to a debt collection agency for recovery.

4.0 Correspondence

- 4.1 All correspondence to mutual owners, including invoices, must be addressed using the owner's name. We will make every effort to establish the name of the owner prior to the repair being instructed.

5.0 Former Tenant Chargeable Repairs

- 5.1 Former tenant Chargeable Repairs and other tenancy debts, such as rent arrears, legal expenses, Sheriff Officer Fees and Benefit Overpayments will be pursued, however the amount of staff time expended will be kept to a minimum.

- 5.2 Where the tenant's whereabouts are known or we have an email address, we will write to the former tenant warning that if they do not clear the debt or enter into a suitable repayment arrangement the debt will be passed to a debt collection agency for recovery.
- 5.3 If the tenants' whereabouts are unknown, a debt collection agency, will be instructed to pursue the debt.
- 5.4 We may take legal action to recover former tenancy or other tenancy debts and will take a pragmatic approach to this taking into account the costs that will be incurred as a result of such action, the best chances of collection and minimising debt write off.
- 5.5 If a tenant has died and we know that an estate has been left, we will contact the Executor to attempt to recover the debt. If there is no Executor, we will consider writing off the debt.

6.0 Monitoring and Performance

- 6.1 The Audit & Assurance Committee will monitor performance through the submission of quarterly reports, and will be asked to approve any write offs deemed to be required.
- 6.2 Detailed procedures are provided to staff to ensure that this policy is operated effectively.

7.0 Review of Policy

- 7.1 The Director of Asset Management will ensure that this policy is reviewed at least every five years and that any amendments required are submitted to the Audit & Assurance Committee for approval.

Chargeable Repairs Policy Consultation Report

**By Mary Hargreaves, Digital Services Officer
– for Information**

1.0 Consultation details

In January 2023, all tenants were consulted on amendments to the Chargeable Repairs Policy.

Tenants were asked the following questions:

- Do you agree that we should charge the tenant for the cost for a repair call where the appointment had been arranged with the tenant, but when the operative arrived at the property, they were not given access?
 - If No, why not?
- Do you agree that we should charge the tenant for the costs where we have had to force entry into a property?
 - If No, why not?
- Do you have any additional comments you would like to make about these proposed changes?

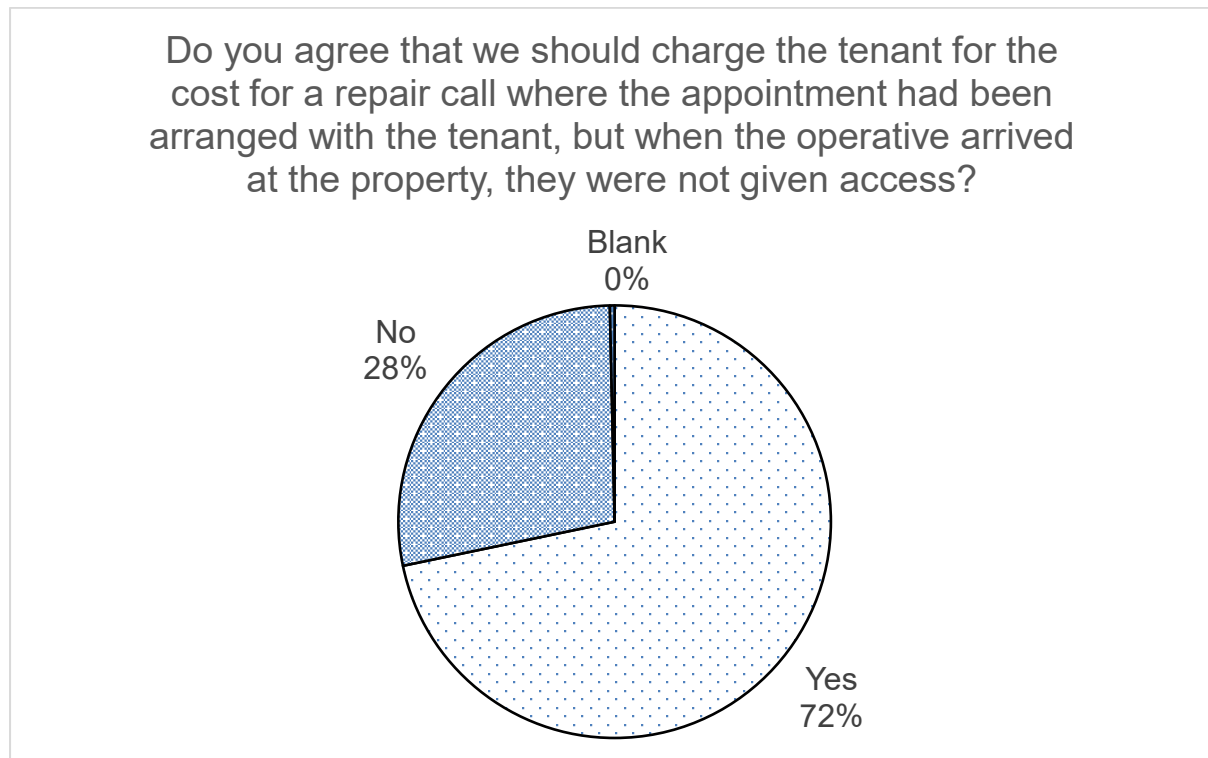
2.0 Consultation response

Of the 1,327 tenants consulted, 283 (21.3%) responded. This is an unusually high response rate for a consultation which was not part of the Platinum requirements.

The consultation ran at the same time as the annual Rent Increase Consultation, which is required for Platinum tenants, and completing the Rent Increase Consultation may have prompted tenants to also take part in this consultation.

3.0 Results

Do you agree that we should charge the tenant for the cost for a repair call where the appointment had been arranged with the tenant, but when the operative arrived at the property, they were not given access?	
Yes	203
No	79
Blank	1



Tenants were asked the follow-up question 'If No, why not?' A number of tenants who had not answered No also filled in a comment, and these comments have been included:

Responded Yes:

Only if Date and time have been agreed
Unless an emergency has occurred e.g. tenant unexpectedly admitted to hospital or an immediate family problem e.g. accident
Unless there is a reasonable reason why they were not at home for the appointed time. Time to give notice you cannot keep the appointment. 1 day 2 or more, Direct time required.
May be ill or in hospital
But only if it is the tenant's fault and not that the operative either a) didn't turn up (as happened to me) or b) they turned up out with the specified times.
However, this has to be a 2 way process. If workman do not arrive at said time, does that mean the tenant will get compensation.
Yes, if the tenant is in the house they should be charged but if the tenant isn't in the house then no because it could be a number of reasons they aren't in ie death in family, hospital admission
But there have been times when tenants gave had to take time off to be home and repair workers haven't shown or have pitched up unplanned
In principle I agree. However, if access cannot be granted due to no letter etc having been received, or due to unforeseen circumstances (ill health etc), then I do not believe it would be fair to charge the tenant for this.
thank you for your letters and forms I have filled in I agree they should be charged for above situations

Responded No:

I would have no problem with tenants being charged if an operative has arrived at the designated time and date. However, I've had more than one instance where I've booked a repair or service for a PM appointment and they've shown up first thing in the morning. Thankfully I've usually been home anyway. But unless this can be more reliable, I don't think it would always be fair. If this problem is gone, then yes, 100% pass on the charge to a tenant that has missed an appointment.
If there is an emergency and the tenant is not able to open it, they shouldn't be charged. If there is not a reason behind that behaviour, then it is fair to charge for it.
I think if its a reoccurring issue then yes but maybe not for the first missed appointment.
tenant might have doctor's appointment or be in hospital etc.
I agree that the tenant should be pay but think that they should be given 2 opportunities to allow access to their house before being charged
There has been many times that I have been in luckily, when the operative has arrived early, or much later than the appointment time. People need to work, go to appointments, therefore if you want to bring in this policy, then it has to be at the time that has been organised.
I only chose NO as there may be some circumstances out with the tenants control, but if a repeat offender then yes a no show fee should be charged.
Life isn't always straightforward things can happen even with the best laid plans.
Therefore not fair to charge people for circumstances beyond ones control.

<p>This should only happen when they show up on the exact agreed times.</p>
<p>There are various reasons why a tenant may not be available, I think this should be investigated in the first instance.</p>
<p>Circumstances at times can change at short notice and should be taken into account</p> <p>However regular offenders should be charged</p>
<p>I've had numerous times where appointment have been arranged and I haven't heard this operative at my door. They should call tenant before they arrive to ensure they can gain access. I have requested this in the past and it has not been done.</p>
<p>I do not think this is the most fair change. Under certain circumstances, where an individual repeatedly books repairs and is not in/ doesn't allow access to a property then this would be understandable. However, if someone who has never missed a repair, has booked a repair and isn't in then I don't feel an immediate price charge is the answer. Things happen, I personally have booked a repair (with previous landlord) and missed it as I had to take my one month old to hospital.</p>
<p>For those of us that have been diagnosed with a Mental Health Condition remembering appointments and allowing strangers access to our safe space can be problematic.</p> <p>For many , payments that were available for assistance , but those were removed after a phone call from a "health care assistant".</p> <p>This left many with memory or physical issues floundering about unable to deal with what is considered , by most, a normal day .</p> <p>I note that you use the term "exceptional circumstances " and "we will consider" . Can you please provide details of , 1 - Exceptional circumstances , and 2 - what you "consider" before charging a tenant .. Please provide this information via email so that i may fully understand and conditionally accept your offer.</p>
<p>Sometimes tenant doesn't receive information</p>
<p>Sometimes emergencies happen, I've had where I've waited all day for repair as soon as school time I had no choice but to collect daughter from school and repair person turned up and said couldn't access property</p> <p>I think all tenants should be text a 1 hour slot when the repair person likely to arrive and updated text if going to be later</p>
<p>I myself was threatened with similar when R3 attended my property but I was not in. The appointment was not made with myself and R3 took it upon themselves to advise you that they had not been able to attend even though no appointment was actually made. You will need to make sure that your procedures for reporting and following up have been improved.</p>
<p>Because you are the landlord it's your responsibility to fix all repairs, that's why we pay rent.</p>
<p>Cost of living</p>

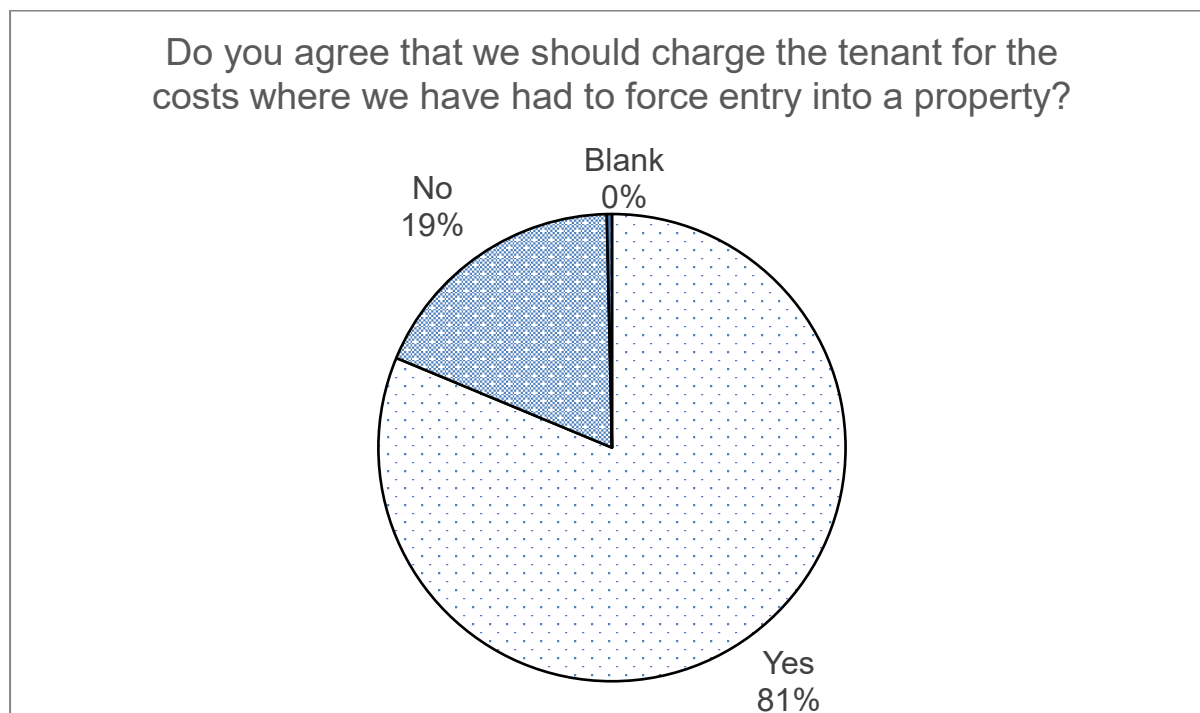
<p>Depends on the situation. If an emergency has happened resulting in the tenant not being at home then that has to be a no charge. If the operative has just knocked once on the door then left without giving the tenant time to answer that would need to be taken into consideration.</p> <p>If the tenant is no longer going to be in there has to be a cut off time for them to call ELHA to rearrange.</p> <p>There has to be a sort of strike system in place..</p>
<p>I have said no as there may be instances where the tenant at very short notice has to cancel and the management's discretion as to whether the charge is waived could possibly be unjust or incorrect.</p>
<p>What if operative has no ID</p>
<p>What if operative clearly has a cold and client is immune compromised.</p>
<p>Tenant could have a valid reason emergency (family and hospital) or elderly/deaf didn't hear the door or ELHA repairs saying they have been but haven't.</p>
<p>There are often times a contractor fails to keep a scheduled appointment either by not showing up or turning up outwith the appointed time. If the change does happen when this should mean the tenant can then charge for time wasted and loss of earnings.</p>
<p>Sometimes things happen and you have no choice but to go i.e. emergency</p>
<p>There are circumstances where the tenant cannot reach the contractor due to the telephone system not in operation. This causes delays, the system and timescale given by ELHA and contractors are always stacked against the tenants "morning" or "afternoon" means single OAP's can't get out the house to do the most mundane daily things i.e. get on a bus to meet friends etc. I had recent problems with my door entry system and waited over 7-8 days before it was repaired. I was trapped upstairs due to my illness. After phoning the chemist (Wells) in Prestonpans High Street, they said the delivery guy was at my door twice trying to contact me, I asked them why he couldn't just pop the two (very thin) boxes of tablets through the letterbox, they said the police don't allow us to do this anymore in case children or grandchildren get hold of them, so they had to send a woman from the chemist to bring my tablets to my door. I had to watch for her arriving in order to throw my keys out the window to let her bring the (much needed by this time) tablets into the house for me.</p>
<p>You don't show ID, what happens to deaf tenant who waits to long for ELHA to reply, should tenants charge you</p>
<p>I think it should be evaluated on a case by case basis. I'm disabled and this can affect me in various ways. Sometimes I'm too ill to meet people or keep commitments. Things happen that get in the way such as being stuck in traffic etc</p>
<p>Allowance for one missed appointment should be made.</p>
<p>Sometimes this happens</p>
<p>This is not a No, but each call should be considered and if warranted then a cost could be implemented. There may be an exceptional reason for tenant not being able to give access, e.g. taken to hospital.</p>
<p>Each appointment should considered</p>

<p>This should only be applied if a tenant refuses access. Emergencies happen whereby a tenant has to leave the property at short notice - that should always be taken into consideration. Refusing accessing by the tenant when the tenant is in the property - absolutely, they should be charged.</p>
<p>Sometimes you need to wait all day for the repair man to come, but you may need to leave the property for the short time school runs etc.</p>
<p>Because there may be unavoidable instances like a last minute family emergency if there is no reason then yes I agree</p>
<p>An emergency could take place e.g.</p>
<p>My dad is dying and if he is on last rites then think me getting charged for not being home is absolutely disgusting as repair would be last thing on my mind!</p>
<p>what happens if there was an emergency or something had happened outwith the tenants control and they couldn't be at home or have a way to contact you about it.</p>
<p>Because r 3 certainly do not stick to their times.</p>
<p>Because some people have children</p>
<p>Doctor appointments with NHS being the way it is I think leaving this idea for now again get better efficient workers R3 are horrendous! Probs half your tenants problems also</p>
<p>As they do not come on time</p>
<p>Ridiculous!! I have booked Repairs taken time of work, and ELHA employees have not turned up. Sometimes events/sickness happens.</p>
<p>Because the majority of the time it's lies false information considering a few a lot of the time appointments for work to be carried out doesn't happen on the day definitely not agree people work and can't be in the property then they don't turn up or come to do a job but haven't got a clue what's they are their to do</p>
<p>I have made appointments with repairs and giving times that I'll be at home when working and they have still turned up when am at work. So this would then result in me being charged when stated when I would be home I don't think I should then be charged for it being missed when I have given times when am home.</p>
<p>I don't agree as on more than one occasion I have stayed in waiting on someone and they never turn up and no one let us know</p>
<p>You aren't very accommodating to families that work Monday-Friday. I have taken a day off work for a repair and no one has showed up. I've not asked for my days wage off yourselves. Kind of works both ways.</p>
<p>Depends on the circumstances as to why the tenant wasn't in as emergencies can happen especially people with young children</p>
<p>I agree on principal if there's a pre-arranged appointment and the operative arrives at designated time to find the tenant isn't home (or is refusing entry for some reason). But if the tenant has had a personal emergency of some kind that has suddenly taken them away from home (accident / family emergency / car broken down and stranded, for example), then I think the cost should be waived as these situations could happen to anyone (including the operative) and cannot be planned for.</p>

Have made appointment and contractor came before agreed time. So how will you charge someone when contractor does not stick to time. Mostly for the people that work
Depends on the situation. What if they have suddenly taken ill or something!!
Sometimes for unfortunate circumstances people completely forget about an appointment when an emergency happens
If it's something that a tenant is doing on a regular basis then I'd have to say yes - but if it's just a one~off, I think a second chance is fair. I had a chap from Lothian gas once who didn't even ring the doorbell, just straight away posted a "we called and you weren't home" card! Luckily I saw him from the window but I wouldn't have been impressed if I'd been charged for that.
No because give u a correct time plus hard when working can't keep taking time off work for stuff to be repaired as time scale contractor should be able to call u when on way then can be there as nobody in during the day and loose money on days off for repairs and cost of living is through the roof never missed a appointment yet but still have issue with a heating issue in one room that needs fixed plus think there should be able to cancel appointment if not in so can free space for emergency works
Depends on the reason the operative is denied access. If due to sudden illness, last minute doctors/dentist/hospital appt then the tenant may not be well/able to cancel the visit. The reason for waiving the charge should be for a valid reason.
Time slots are not always to keep, example a morning slot, some people have children to take to school so may be gone from the house for 10 minutes and that is when the repair team turn up .
Depends on whether if the shoes on the other foot we can charge you for my day I took of work and no-one turns up or you cancel
No not if it's the first time they have not been there to answer the door as things can happen and you not be in when you are supposed to be but yes if it's a constant thing.
If specific times are given then that's fine but normally not
Because sometimes we can forget , just like anyone can forget about an appointment - I think given the current cost of living pandemic you should think about approaching this differently.
Emergencies can happen , and ppl might have the time to contact you
Because nobody can predict what can happen, also repairs don't always arrive the date or time they say they will.
I've had problems with my hot water and radiators the 6 months I've been in flat.. I've taken 5 days off work to accommodate lothian gas..and it's still have got this problem sorted..it was due to get sorted last week but I work 8-5..I got a email saying they will attend before 4. ..im not taking anymore days off work..im getting fed up with this my daughter is constantly going to her mums nowadays because of this not knowing..her bedroom radiator hasn't worked since Christmas..
Unforeseen circumstances especially when tenants have children
I myself have fell foul to this situation before after the contractor arrived and he claimed I refused him entry which I never refused entry I explained to him I had to got out immediately to attend to my father who had fell in his house resulting in myself unfairly losing my gold key so no I don't agree with these proposed changes

<p>The amount of times R3 have attended an pre arranged appointment and not had the tools for the job is legion, only for them to go away to order said parts and reschedule for 3 months later. I could list but would be here all day.</p>
<p>A r3 member came to the house and I was in the toilet. Not being very quick by the time I got down the stairs he had got in his van and driven off.</p>
<p>I think this is a bit of a grey area, yes you should charge if this has happened on more than one occasion.</p>
<p>Also there could be a medical or family emergency, so although yes I agree in principle I think you would have to write in certain conditions.</p>
<p>When you agree on a time and the operative arrives 2-3 hours early you will not always get access</p>
<p>I would say yes in most circumstances where the tenant has wasted the repair contractor's time. However there may be exceptional circumstances where the tenant has had a medical emergency, and therefore wasn't there at the agreed time. I would assume that these or other extenuating circumstances would be taken into consideration.</p>
<p>On several occasions I have taken time from work for repairs and been let down without even a call to rearrange. Should I charge you for my time or missed appointments</p>
<p>It might be a simple mistake and the tenant might have forgotten, which can happen especially if they are older. But if it happened a second time then it might be a fine rather than the full cost as they may not have the money and it could put the tenant into hardship</p>
<p>Contractors come to my back door and not the front door and use the door bell . I am a night shift worker & can be in a deep sleep and don't hear the back door being knocked?</p>
<p>Sometimes people have things come up at the last moment that can't be avoided they go away and do what they need to do and forget about any upcoming appointments easily done and people are struggling as it is without being lumbered with extra charges so no give tenant's a break life is hard enough for some folk once again I know that you have a business to run.</p>
<p>This is a catch 22 cause I've put in for repairs and not been giving an appointment and someone has just turned up to carry out work. And in that case what if I wasn't in would I be charged?</p>
<p>Emergencies, or short notice work changes may make this happen.</p>
<p>Yes; however notice should be given with a chance to explain and rearrange 1 time first</p>
<p>As I've had instances when I've been in when repair contractors were meant to be coming and they've never appeared or said that there was no one home</p>
<p>Because it sometimes can't be helped for instance if the tenant gets ill during the night for example & is rushed to hospital then it's not exactly the tenants fault that they aren't at home to allow the work man access, I'd agree if after the 1st missed appointment a further 1-2 where missed then that's fair but wouldn't agree to only after the one appointment being missed tenant should be charged for it</p>
<p>in case tenant is ill and or had a fall and cannot reach the door, as a suggestion, if no answer perhaps operative could phone tenant on mobile phone if no access</p>
<p>As the rents are high enough</p>

Do you agree that we should charge the tenant for the costs where we have had to force entry into a property?	
Yes	230
No	52
Blank	1



Tenants were asked the follow-up question 'If No, why not?' Again, comments against all answers have been included:

Responded Yes:

I say provisionally yes but I have reservations regarding a blanket policy to that effect. There are valid reasons why a tenant may not have been able to allow entry such as deaf, mobility issues or unable to get to the door for health reasons etc.
Only if every effort has been made to gain access. This need to be done in writing, text, visit from housing officer and by recorded telephone calls.
If tenant has been informed of intended action
I'm a disabled person not always at home
I think this would need to be considered on a case by case basis .
As long as every other avenue to get access to the property has been done lawfully then yes charge them even if they are no longer a tenant
As long as someone is not going to be made homeless.
If not paying rent or misuse but what if the person I'll and you force entry can't charge that c
Only if it's not an emergency

Unless the Tenant is unaware that you need emergency access to their property. For instance if someone else smells gas or something else and the Tenant is not home.
Again, providing they have missed several appointments such as gas service
BUT no charge if a forcible entry for example due to gas leak or medical emergency.
as this service could be required at another emergency
Yes to this but depending upon the circumstances as to why you have to force entry.

Responded No:

there are house keys held by warden
People are finding it difficult to heat and buy food in this climate of financial distress I do not think that this helps anyone
Why would you force your way into a tenants house, without arranging a more suitable resolve to whatever problems may arise.
Privacy
Whoever does the damage should take responsibility for it or ensure the least amount of damage possible is made to the property to ensure future problems with tenants don't occur.
On what basis should have to force entry? Unless In emergency it seems an extreme measure.
You shouldn't be breaking entry
Cost of living
Depends, if due to an emergency then possibly not.
If the tenant is being evicted and not opening the door then, yes.
Should give another appropriate app or 3 tries
It depends on the circumstances of the forced entry. If it has been unsuccessful on many occasions to gain entry then it is justified.
If forced entry could maybe be a burst pipe and tenant is on holiday and unaware, depending on circumstances yes
Because it's not right without people in their homes
I believe communication should always come first
It depends on the circumstances
Only in certain circumstances
You choose to break in to a house without permission, if tenants broke into your office without permission its OK to charge you for it
Realistically, how often does this happen and how much does it cost the housing association. Please remember that the people using social housing tend to be low income.
Again, not a definite no but again there may be circumstances where entry has to be forced outwith tenants control
If forced entry is due to a fire, flood etc then the tenant should not be charged. If forced entry is required because a tenant is refusing essential maintenance then a charge should be made.

<p>Could be medical emergency. I am type 1diabetic and live alone. If I were to go into diabetic coma then would like to think police could forcefully open door to save my life and getting charged would just create a worse situation for me</p>
<p>I don't think you should charge</p>
<p>I do and don't agree with this.</p>
<p>I don't agree because who states that it was absolutely necessary to force access to the property, especially if the repair has not been arranged with the tenant.</p>
<p>I do agree with this policy when the tenant has arranged for the repair call out but is intentionally not there and that there is a risk of further damage to that or another property.</p>
<p>If a tenant is refusing entry to a property for repairs then they have obviously underlying issues, and in todays climate with a large amount of the general public struggling with finances this wouldn't be beneficial to the tenant or ELHA.</p>
<p>The paperwork and time involved in the process of 'charging' a tenant would not be financially beneficial to ELHA</p>
<p>The main outcome would be that the property has had the repair done which helps to keep the property in good order.</p>
<p>As this could be unforeseen, but if due to a Tennant misusing property or worried about a person's welfare then the answer would be yes.</p>
<p>There would have to be a genuine incident happening in someone's life you can't go knocking down doors and then being like Here's a bill – that's unfair</p>
<p>As things are expensive and with the cost of living there should be a leeway</p>
<p>Just listen to what the customer tells you about getting access in to the property the management should be able to speak to you can't get to speak to anyone about access or anything else I totally disagree</p>
<p>Yet again you don't offer appointments within certain 2 hour slot therefore half a day is spent off work waiting</p>
<p>Again depends cause I'd the tenants away on holiday and a leak or something happens</p>
<p>Again, if there is a repossession and there's no access, then yes, a charge could be levied to the renter. However, what about the case of an 'emergency repair' whilst the renter is away from home? For example, if I were on holiday for a few days and there was a water leak coming from my suite into the one below, and emergency repairs required access to my flat, I do not think it is fair to pass that cost on to me and penalise me for taking a holiday (or for being in hospital etc).</p>
<p>Again, depends on the situation.</p>
<p>No, not unless the tenant has been purposely obstructive</p>
<p>As mentioned above, there could be a valid reason the tenant is not home for the visit and maybe the tenant is unable to cancel the visit. A forced entry to carry out a repair seems like an intrusion of the tenants privacy.</p>
<p>Locks/handles on most of my doors are terrible and often cause issues. I do not agree with an extra charge for forced entry.</p>
<p>Because not everyone can accommodate the times like I've had to do in past..</p>

No I don't agree with these charges what if the tennant is I'll incapable disabled or maybe even rushed into hospital which has happened to me before resulting in a 3 week stay in hospital
It should depend on the circumstances.
For any stolen keys - a crime reference should be provided and this shouldn't be a cost to the tenant.
If keys are lost, The tenant should have one free first entry to replace the keys during their tendency time, and then recharged for any further forced entries.
Forced entries for gas services and electrical services should be recharged to the tenant if they have not been available for previous appointments.
It depends on the reason for the forced entry
Not if they are lone tenants, have no family, and have e.g. had a fall or collapsed and have had to have the door forcibly opened. In other circumstances, yes. Again, I would assume that extenuating circumstances would be taken into consideration.
Yes and no but depending on the circumstances.
Do you have the right to do that?
It depends on the reasons for forced entry
I'd agree if the tenant has failed continually to allow access for repairs etc to be done on numerous occasions, then it's only fair they should pay some sort of fee for the forced entry
If you lose your keys it can be really costly

Do you have any additional comments you would like to make about these proposed changes?

As a matter of courtesy I agree if a tenant cannot be home to allow entry and the cost of sending a repairman has been accrued it should be the tenants responsibility to a. cancel or b. meet the cost but discernment is necessary for mitigating circumstances including the points I mention above.
What about we charge you for not coming to us like before coved I called your office about my path slaps moving no one ever come my wife is in a wheelchair
This needs to be a safe policy, as there maybe a children within the property, of which action would need to be stopped immediately due to causing fear and distress to the child or children.
When we became a tenant ELHA had a charitable status and was more balanced as far as being a business enterprise. Now you are doing private work as well as work for your tenants and property. It seems to be more about the money/profits (23/01/2023) David T Aitchison and Ann Aitchison)
As long as there are several times given for working people I don't see too much of a problem.
Unless medical emergency
I agree there should be discretion for these charges in exceptional circumstances
In our experience it is us that is out of pocket due to taking time off work to keep appointments that are rescheduled or cancelled at the last minute.
Please remember and remind your preferred service providers that ELHA's tenants time is not free
For example some tenants provide care and assistance to other individuals on an unpaid basis as a way of helping with their own condition .
If they were to take time off , payment to employ a stand in carer would need to be found from , only God knows where .
Fixed time and call duration appointments may help some but not all .
Ensuring Contractors build "no shows" this into the tendering process should be standard practice as it was back in the 90's
I'm sure your Preferred Contractors would think twice about charging the venerable if ELHA's tenants started to charge them for No Shows , Over Runs , turning up late , or simply for the time taken out to give them access to carry out work .
Thank you .
Actually enforce them! Perhaps then, some of these costs wouldn't contribute to everyone else's annual rent increase.
Forced entry charge should not be applied in the case of tenants death.

<p>Only that the booking appointments should include a text message service where the tenant is able to send a text as soon as possible rather than waiting on opening hours if they find they are unable to keep the appointment. Often people start work a little earlier and a text sent 15 mins before official opening times could make all the difference in ELHA's own ability to cancel a contractor before charges are applied. (possibly!)</p>
<p>Charges should only be applied in extreme cases and where the tenant shows a blatant disregard to ELHA. But if costs are likely to be incurred by ELHA, it is only right that they pass on to the tenant.</p>
<p>If unforeseen circumstances were to occur it is hoped these would be given consideration i.e. hospitalisation or medical emergencies.</p>
<p>Should maybe give tenants a few time before forced entry</p>
<p>It's unfortunately not only contractors who fail to keep appointed times there are occasions where others fail.</p>
<p>I totally agree they should be charged for it, I have used holidays to be present at my flat when an appointment has been made, I have also relied on a friend or family member.</p>
<p>Surely if you have been given a date for work to be done you would stay at home for the time. I am very grateful for any work done in my home.</p>
<p>Tenant should be informed , of course, of intended visits and should then say if inconvenient and another time/date agreed. If still refused entry then go ahead.</p>
<p>As a tenant for 20 years I feel we pay enough and when your work staff don't turn up will you pay our lost wages ? It worked both ways I'm afraid as I have waited on several occasions for no one to turn up.</p>
<p>If a tenant has collapsed on the floor ill then they should not have to pay for enforced entry repair. Also some people could have a mental illness which makes them unsure of circumstances they've said yes but changed their mind and can't tell you . Hope you will make allowances for these points?</p>
<p>Do these charges work both ways, for instance a few years ago at Grey School Corner we had new radiators installed. I communicated with the contractors on the job about the time scale, not one could tell me if they would install mine 'today' or 'tomorrow'. When I stayed in not one of them knew when they would get round to my door, no notes, no calls and no conversations were made to me. This was a complete waste of time !!</p>
<p>There can be circumstances the tenant is not at home illness, either themself or close family, Emergencies happen and there needs to be some understanding of the circumstances that lead to the tenant not being at home at the time of the appointment, surely a reasonable agreement can be listened too and wavered, no charge</p>
<p>If you completed jobs properly and were to use acceptable behaviour things would be better, swearing in and at tenants is unacceptable level of service</p>
<p>If not at home why no phone house holder</p>
<p>Never use the excuse about increasing rent to cover repair costs if you intend to start charging tenants for certain repairs.</p>
<p>only grey area is if people have a sudden problem i.e. death in family or all of a sudden feel unwell</p>
<p>A tenant should be liable for missing an arranged appointment, but not if the operative is delayed or late for the appointed time and them arriving at the location to find that the tenant is not home.</p>

<p>There have been times when I have sat in waiting on ELHA to come for an appointment and you don't show up.</p>
<p>We also think ELHA should charge for call-outs to clean peoples plug holes. This is a waste of your time and money too.</p>
<p>Try to give more accurate timings.</p>
<p>Perhaps a policy of 48hrs notice to reschedule appointments would be beneficial for all? This would ensure that any problems that arise for tenants who need to change the date and reschedule the repair can do so without being charged.</p>
<p>Only that both scenarios should be carefully considered and charges should only apply where absolutely essential and no charges should apply when there is a genuine reason for non-entry</p>
<p>A careful set of parameters need to be set out here. For example, a workman turning up at the end of the appointment slot who will then take a couple of hours to do a repair is hardly the fault of the tenant as said tenant may have no choice but to defer the appointment time.</p>
<p>I agree with this as it wastes contracts time and costs unnecessary money that elha could be using to put towards other more reasonable things within the community</p>
<p>In whole I agree with these charges but there must be an approved process in place to talk with the tenant before any charges are applied.</p>
<p>Also there needs to be a process where the tenant can apply to challenge the charge if there has not been proper contact between the two parties.</p>
<p>I would say that the rent that we pay is very high so feel it covers these type of repairs. If found that it happens on regular basis then yes charge.</p>
<p>I agree 100% with this on the other hand I get a text or phone call if they can't make it for any reason. Means I don't have to waste a whole day waiting in, as I have had to do with the Council</p>
<p>I would like to ask why you only view this from a deficit model of the tenant. There have been occasions were we have taken time from work to allow access for booked investigations and repairs and workmen have failed to turn up.</p>
<p>I do agree with 1a however, there are circumstances, that cannot be planned for, which could result in the tenant not being present at the time arranged - e.g. emergency hospital admission, sick child needing to be picked up from school. I believe that if you are going to begin charging for this, each circumstance needs to be looked at before the charge is actually made.</p>
<p>No. Agree with changes.</p>
<p>I feel this is fair however I have previously had repairs booked and have had messages stating there was no one home when there has been. I also have a doorbell and dogs so would of heard someone come to the door,</p>
<p>I do agree that if it's costing the company money then it will end up in every on else rent increase so them paying sounds a good idea.</p>
<p>However in reality I reckon the people who refuse entry would also refuse to pay the charges</p>
<p>Trying to make a appointment for a repair to coincide with your work hrs or day off is a pain</p>

I think these are reasonable requests and would help to deter antisocial behaviour, which in turn helps all tenants in the long term, it also means ELHA doesn't have to waste resources that can be spent on improvements for all tenants.
Change R3
Yes Ave been disappointed in the repairs Ave had done and they never come when they say they will
So much for a charitable organisation. Trying to make more money from the people who rent from you. The rent is high enough!!! Why not get rid of the management who came up with this save fortunes.
I think the same should happen if a tenant waits in all day for someone to carry out the repairs and they fail to show up during the allotted time. As tenants have to take time off their work for appointments and lose a days wages to then have to rearrange it whenever they can get someone out.
I think if a tenant is locked out by accident then it shouldn't be charged, as these cost can be detrimental to low income tenants who have made a mistake.
I agree that a charge should be issued as long as there has been given a sensible amount of time for the tenant to respond, just in case there has been some sort of emergency that they have had to deal with etc
Start taking responsibility for the property's start by making sure the communication about the work the state places are getting ignored
I think if you want to implement these charges then you need to make sure tenants get a 'reminder' text the day before, and if possible and more accurate time of arrival.
I think under certain situations as if someone goes into hospital unexpectedly or have the worry of someone forcing entry to their property when an appointment has been made the last thing they need is to be charged. If someone is taking the mic and always cancelling or never letting someone in then yes they should be charged. Everyone situation should be looked at individually.
Make sure when you contact the tenants that they are made aware that if not come they are informed as people have to stay in for no show repair man
I think, if there's arrangements been made and the Tenant is not in, say 3pm, builder, joiner etc arrives, no home owner in then yes they should be charged. But??? I had an incident a few weeks ago that the repair was such a time, say 4pm, the Repair guy took a chance on coming at 3pm and I wasn't in, he sent back a messaged to say Tenant Not at home, I got a horrible email to say I was getting taken of Platinum whatever it was because I missed a Repair. I was really angry, that this is NOT the Tenants fault. I know the Housing makes MISTAKES, and it can be hard for the Tenant to fight their case knowing they're in the right. The Housing MUST make sure this does NOT happen because it's very Upsetting for the Tenant.
I think a 2 hour slot would be better for families that are working. I work in a school and ideally school holidays work better, maybe accommodate to each member when possible
100% agree with outlined proposals but believe under exceptional circumstances charges should perhaps be exempt such as hospital admissions.
Perhaps charging tenant for repeated missed appointments instead of the 1st may be worth considering ?

<p>There have been times when tenants have had to take time off to be home and repair workers haven't shown or have pitched up unplanned and no one is home.</p> <p>Or where they have to come back another time and again dont inform you when they are coming and just pitch up.</p>
<p>I really think these charges should only be passed on to the tenant when the tenant is being purposefully obstructive e.g. they've arranged a repair and for whatever reason have changed their mind without giving notice, or changing their appointment time / day.</p>
<p>Would have liked more info on these new changes. ie. what percentage of tenants are involved in these issues. Also is there not a danger that some may not report a repair and that the building may deteriorate. What about communal areas?. If one person reports it then are they responsible if it goes wrong. I have issues with emergency callouts. Can I then charge them for not turning up or supplying me with 4 day wait for job to be done.</p>
<p>Don't mind paying as long as it works both ways. I take time off work lose wages you don't turn up we get paid for our wasted time</p>
<p>These policies are sensible however there are times when repair appointments become subject to change so as long as this can be an undisputed case of tenant failing to comply with date/time then charges should be applied.</p>
<p>Yes, we both work hard to pay our rent and bills, there is no such thing as a free lunch!!!</p>
<p>Should help to keep the rent charges down.</p>
<p>Think there should be a emergency call out for the heating system but there no going to get a gas company coming out for underfloor heating system grange energy work there hardiest to get heating sorted or give you heat in your home would you like to have no heating on a cold winter wknd as had no heating once for a whole wknd</p>
<p>I think there needs to be some communication with the tenant as what the circumstances were that prevented the operative accessing the property as arranged, prior to any charges or forced entry takes place. This could be very distressing for the tenant. Maybe a call/text reminder the day before the visit might help?</p>
<p>R3 don't always turn up when they are supposed to , Friday the 13th I was supposed to have someone come out between 8-1 the man didn't turn up till 2.15 pm, nothing to let me know that he was running late , this has happened about 3 times to me .</p>
<p>Tenants need to be aware of costs involved in calling-out operatives and then refusing access. Would have to be in exceptional circumstances that a charge would not apply.</p>
<p>Surprised we weren't already charged for these.</p>
<p>. I had an appointment in December for the boiler inspection but they called and cancelled it and said they would get in touch in the new year to do it. Last week I got a knock on the door and it was the man to do the inspection. I had not had a phone call or letter to say that this was happening. So if that was to happen would I then have to pay for the time that had been wasted when it wasn't my fault. And how could I prove that I didn't have any notice that the inspection was going to happen</p>

I agree with these changes but I have had an instance before when a repair was rescheduled but the contractor turned up on the first date and not the rearranged one. So in that instance I could have been charged which would not have been my fault. So the new process would need some leeway.
So what happens in the reverse situation when we stay at home and have had to take time off work and a contractor doesn't show up. Do we then get reimbursed for our time?
I don't think tenants should be charge for any repairs and some not charged i.e. who don't work
I know there are vulnerable people who are housed with ELHA and are not really in a position to be charged money which would cause them more stress and anxiety. Hopefully you will consider different situations and approaches in these instances. Thank you.
Tenants that have missed the appointment due to either a bereavement or taken into hospital unexpectedly.
Fix my problem...or change the gas company...I work for scotland gas networks..and if our customers are without gas for a single day they are reimbursed every day they hasn't gas...I'm not bothered about arguing about ..I just want my problem fixed .so myself and daughter can start living again..that's why I have this flat in the first place..she has her problems and issues...this is no good for either of us..I'm sorry to moan ..but I have my problems too...
The rent is high enough without additional costs. And the hedges heating is a joke .
I don't agree with these charges on very regular occasions myself and a minority of good Tennant's put rubbish into their own cars and transport it to the local council recycling centre when the bins are overflowing an issue that's been going on for some time now and doesn't incur a charge from us!
If have some questions i will by ask by email.
Thank you
As much as you me put a policy in place, there should be instances where it is done by this circumstances behind the repair.
Will there be exceptions? E.g. an emergency.. depends on the tenants circumstances. Older people who live on their own taken into hospital overnight.
if you are going to charge the tenant for not keeping an appointment then the tenant should be able to charge for their time when R3 fail to keep their end of the appointment. For my front door I have had 3 visits and am about to have a 4th. Not my fault something to do with parts. I am sure you can get them at b & q!!!
Is there any way that you could give an example of the cost at today's value, as whiskey be a shock and thereby encouraging more tenants to keep the appointment. I.e. Plumber x 1 your , did Tricia x 1 hour. Obviously there are more complex costings.
As much as I agree the allowing customers to fit the bill, I also believe some exceptions could be made ie I'll health, emergencies, human error so maybe even a 1,2,3 strikes or something along those lines is worth considering or something like that anyway

Charge for missed appointments if it's more than two missed and charge on the third missed.
Also take into consideration of missed appointments if a tenant emergency.
Again costs to force entry unless an emergency situation.
I think in principle yes for charging but also in these difficult times there is also so much financial difficulties
Very fair I would say. If a tenant calls for a repair to be done, then does not bother to be in when somebody comes to deal with the repair, surely there was no need to book a person to see to that request. Time wasters, unless the tenant has been called away for something serious.
Seems fair enough. People should keep appointments
If you do impose charges, adequate notice and warning should be given if any charges are to be handed out and the right to appeal should also be in place also.
I am unclear as to why wash hand basins, wcs, or cisterns are chargeable repairs. There must be an element of wear and tear or repairs required where the tenant is not responsible in any way.
Unless there is a medical emergency
I would agree to this unless it was under an exceptional circumstance I.e. family emergency etc
Way back last year I was supposed to have a contractor to my home to check out my heating.. the contractor turned up late and I had to be at work..you shouldn't charge tenants for call out if the contractors don't stick to their side of the repair.. so maybe you should make this clear to tenants if this happens.. thanks
This is very good decision
Charges should only be made to tenants who frequently abuse this system
I just wanted to point out as to what would happen if the tradesmen came before their allocated time and also what if they don't turn up and you have taken unpaid time off work?
It won't matter if we say anything it will go ahead regardless.
I think I'd need more clarification on what circumstances you'd force entry into a home before forming a solid opinion
When an appointment has been arranged with the tenant, the contractor MUST arrive to the right property (the right address) and call before the appointment to make sure that he(the contractor)arrived at the right place not a wrong property and tell ELHA that he didn't had access or the tenant was not home causing the tenant the loss of Key Tenant Status.
A call from the contractor before the agreed appointment will be much appreciated.
Thank you
Not full repair charge but perhaps penalty around £50-£100 would do.
Please don't consider charging the tenant if they job involves more than one trade as how are normal people like ourselves to know when a job needs more than one trade it's hardly fair charging us when we didn't know

I believe the tenant should be charged if they are at fault not allowing access to there property

Yes, you are certainly in order to make these changes, your workmen always turn up on time so as tenants we should be considerate

Treasury Management Policy Review

Report by Paula Oliver, Director of Finance – for Approval

1.0 Introduction

The Treasury Management Policy has a five-year review period and an annual review undertaken by the Director of Finance.

An annual review has been undertaken and several amendments are proposed to the Management Committee for approval.

The Group's Treasury Management advisors (ATFS) have assisted with this review.

2.0 Amendments

At 2.3, the reference to the CIPFA Code of Practice has been updated.

In the liquidity risk management section, 3.2, the minimum Near Liquid Funds definition has been amended to reflect the annual treasury target of 20% of the annual net rent and service charge income.

In the Credit and Counterparty Risk Management section, 3.5, the notes on Triodos Bank have been updated.

Recommendation

The Management Committee is asked to approve the revised Treasury Management Policy.

ELHA GROUP POLICY

Date Issued	21 September 1995
Date Reviewed	August 2022 <u>March 2023</u>
Department	Finance
Title	Treasury Management Policy
Objective	To ensure the effective management of the Group's cash and funding resources and the control of the associated risks.
Responsible	Director of Finance
Next Review Date	February 2023 <u>March 2024</u> (DoF) August 2027 (Management Committee)

This document details the Group's Treasury Management Policy statement, practices and procedures.

Review

The Group's internal and external auditors will review Treasury Management activities as part of the internal audit programme and the annual audit of the Group's accounts.

The Director of Finance will review the Treasury Policy Statement annually and recommend proposed amendments to the Management Committee.

The Director of Finance will arrange for this policy to be reviewed by the Management Committee at least every five years.

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1.0 Introduction

- 1.1 This document sets out the Treasury Management Policy Statement of East Lothian Housing Association and its Subsidiaries (the “Group”), together with the Treasury Management Practices and Procedures that it adopts and operates.
- 1.2 The Group recognises that the organisation is exposed to risk from a wide range of factors, and that these risks can impact on the achievement of the organisation’s business objectives. The Group undertakes risk mapping to identify and quantify these risks, and has established and maintains systems and procedures to manage, monitor and limit the impact of all such risks.
- 1.3 Also, the Group recognises that treasury management activities themselves, including cash flow management, borrowing, investing and hedging can potentially expose the organisation to specific risks that require close attention and careful management.
- 1.4 To this end, the Group has established, and will maintain, specific treasury policies and practices, which are set out in the following Treasury Management Policy and Practices document.
- 1.5 The policies referred to within this document are derived from the latest CIPFA Treasury Management in the Public Services Code of Practice and Cross-Sectoral Guidance Notes (revised December 2021).
- 1.6 The Group also recognises that the Scottish Housing Regulator expects RSLs to comply with the CIPFA Treasury Management Code as contained in the Recommended Practice publication dated August 2015.
- 1.7 The Group acknowledges the three Key Principles as set out in section 4 of the Code, specifically:

Key Principle 1

Public Service organisations should put in place formal and comprehensive objectives, policies and practices, strategies and reporting arrangements for the effective management and control of their treasury management activities.

Key Principle 2

Their policies and practices should make clear that the effective management and control of risk are prime objectives of their treasury management activities and that responsibility for these lies clearly within their organisations. Their appetite for risk should form part of their annual strategy, including any use of financial instruments for the prudent management of those risks, and should ensure that priority is given to security and portfolio liquidity when investing treasury management funds.

Key Principle 3

They should acknowledge that the pursuit of value for money in treasury management, and the use of suitable performance measures, are valid and important tools for responsible organisations to employ in support of their business and service objectives; and that within the context of effective risk management, their treasury management policies and practices should reflect this.

2.0 Treasury management policy statement

2.1 CIPFA recommends that all public service organisations (including Registered Social Landlords) adopt, as part of their standing orders, financial regulations, or other formal policy documents appropriate to their circumstances, the following core statements relating to treasury management:

2.2 The organisation will create and maintain as the cornerstones for effective treasury management:

- a treasury management policy statement, stating the policies, objectives and approach to risk management of its treasury management activities; and
- suitable Treasury Management Practices (TMPs), setting out the manner in which the organisation will seek to achieve those policies and objectives, and prescribing how it will manage and control those activities.

2.3 The content of the policy statement and TMPs will follow the recommendations contained in Sections 6 and 7 of the – Treasury Management in the Public Services: Code of Practice and Cross-Sectoral Guidance Notes 20~~21~~¹⁷ (the “Code”), subject only to amendment where necessary to reflect the particular circumstances of the organisation. Such amendments will not result in the organisation materially deviating from the Code’s key principles which are as follows:

- The organisation’s Management Committee will receive reports on its treasury management policies, practices and activities including, as a minimum, an annual strategy, quarterly updates to the Audit and Assurance Committee and an annual report after its close, in the form prescribed in its TMPs.
- The organisation’s Management Committee has overall responsibility for treasury management. In accordance with the organisation’s underlying terms of reference the Management Committee delegates responsibilities to the Director of Finance. Specific responsibilities are contained within TMP 5. The organisation’s Management Committee is responsible for ensuring effective scrutiny of the treasury management strategy and policies and nominates the regular monitoring of these to the Audit and Assurance Committee.

- 2.4 This document sets out the TMPs of the Group, which has adopted the key recommendations of the Code as described in Section 4 of that Code.
- 2.5 The Group defines its treasury management activities as **“The management of the organisation’s borrowings, investments and cash flows, its banking, money market and capital market transactions; the effective control of the risks associated with those activities; and the pursuit of optimum performance consistent with those risks.”**
- 2.6 The Group regards the successful identification, monitoring, and control of risk to be the prime criteria by which the effectiveness of its treasury management activities will be measured. Accordingly, the analysis and reporting of treasury management activities will focus on their risk implications for the organisation.
- 2.7 The Group acknowledges that effective treasury management will provide support towards the achievement of its business and service objectives. It is therefore committed to the principles of achieving best value in treasury management, and to employing suitable performance measurement techniques, within the context of effective risk management.

3.0 TMP 1 – Risk management

3.1 General Statement

- 3.1.1 The Director of Finance will design, implement and monitor all arrangements for the identification, management and control of treasury management risk, will report at least quarterly on the adequacy and suitability thereof and will report as a matter of urgency, the circumstances of any actual or likely difficulty in achieving the organisation’s objectives in this respect, all in accordance with the procedures set out in TMP6 “Reporting requirements and management information requirements”.

3.2 Liquidity risk management

- 3.2.1 This organisation will ensure it has adequate though not excessive cash resources, borrowing arrangements and overdraft or standby facilities to enable it at all times to have the level of funds available to it that are necessary for the achievement of its business/service objectives. This organisation will not borrow earlier than required to meet cash flow needs unless there is a clear business case for doing so and will only do so for the current capital programme, to fund future debt maturities, or to ensure an adequate level of short-term investments to provide liquidity for the organisation.

The Annual Treasury Strategy (see TMP6 “Reporting Requirements”) will contain a proposed liquidity maintenance requirement for the following financial year, subject to the overriding requirement that the Group’s available liquidity should not, at any time, fall below the levels specified below.

Liquid Funds - a minimum balance of £500,000. Liquid funds are defined as the aggregate of:

- Cash held in its current bank accounts or on instant access deposit with its principal bankers;
- Undrawn available overdraft facilities.

Near Liquid funds – a minimum of ~~the forecast rental income for the next month plus the cash outflow for the next calendar month~~ 20% of the annual net rent and service charge income.

- Cash held as liquid funds
- Cash on instant access deposit with institutions other than its principal bankers; and
- Undrawn committed borrowing facilities where security has been put in place to the lender's satisfaction and which are available to be drawn within a maximum of seven days.
- Undrawn committed borrowing facilities where security is available and not otherwise committed and can be charged to the satisfaction of the funder within one month.

Short Term Funds the forecast cash balances less liquid/near liquid funds available for one to twelve month deposit. **Short Term Funds** are defined as the aggregate of:

- Cash on deposit for periods of one month to twelve months; and
- Undrawn committed borrowing facilities where security has been nominated and can be charged to the lender's satisfaction so that the facility may be drawn within a maximum of one month.

3.2.2 Appropriate overdraft facilities from the organisation's clearing bankers will be maintained as required by operational requirements.

3.2.3 The Group will maintain availability of adequate overdraft facilities from its clearing bankers, as deemed appropriate.

3.3 Interest rate risk management

3.3.1 The Director of Finance is responsible for monitoring the organisation's interest rate risk exposures and for determining an appropriate strategy for the management thereof within the guidelines and policies established in this Treasury Management Policy and the Annual Treasury Strategy (see TMP6 "Reporting Requirements").

3.3.2 In managing the organisation's interest rate risk the Director of Finance will pay due regard to:

- current levels of interest rates compared with historic trends;
- anticipated future trend movements;
- the impact on revenue of estimated movements in interest rate trends;
- sensitivity of the revenue account to movement in interest rates; and
- policy and/or budgetary implications.

3.3.3 The organisation may enter into loan arrangements that incorporate interest rate swaps, caps, collars and/or other hedging arrangements that allow interest rate risk to be managed without the need for any separate hedging instrument to be transacted (so called “embedded” arrangements). The organisation has the necessary constitutional power to use derivative instruments and has a cancellable swap in place with RBS, no further derivatives will be used without the approval of the Management Committee.

3.3.4 The organisation is risk averse and will endeavour to ensure that its borrowings contain a mix of hedged and variable interest rates. The optimum mix will be determined in the Annual Treasury Strategy according to operating circumstances and through sensitivity analysis of anticipated cash flows, but within the following general guidelines:

The following interest rate exposure policy shall be applied until further notice in respect of total debt outstanding:

<i>Proportion of total debt to be Hedged</i>	<i>Minimum</i>	<i>Maximum</i>
<i>Interest rates Hedged</i>	<i>50%</i>	<i>100%</i>
<i>Unhedged proportion (including callable fixed rates where the next option to terminate falls within 12 months and hedged)</i>	<i>0%</i>	<i>50%</i>

3.3.5 Unhedged debt includes borrowing linked to SONIA, Bank Base Rate, Building Societies’ Base Rate or any other variable interest rate, and borrowings linked to any index (e.g., the Retail Price Index). Hedged Debt includes borrowing in relation to which the interest rate has been fixed in excess of 12 months (note that when a fixed rate loan has 6 months or less to its maturity or cancellation option exercise date it will be treated as variable).

3.3.6 The aggregate maximum amount of drawn debt which may be hedged with structures where a counterparty has the option to cancel a fixed rate may not exceed 20% of total drawn debt outstanding at any time.

3.3.7 Hedged Debt subject to cancellable structures where the initial cancellation option may be exercised by a counterparty on a date in over 12 months will be regarded as Hedged Debt until the first date on which any such call/cancellation option may be exercised (subject to paragraph 3.3.5).

- 3.3.8 Where an option is not exercised, and further options may be exercised on subsequent dates, such structures will be regarded as Hedged Debt from the date of each expired option until the next exercise date, subject to paragraph 3.3.5.
- 3.3.9 Debt subject to fixed interest rates where the option to cancel such fixed rates may be exercised by a counterparty at rolling intervals of 12 months or less will be regarded as Un-Hedged Debt for the purposes of compliance with the portfolio balance guidelines set out in paragraph 3.3.4. Such structures will be monitored by the Director of Finance and reported to the Audit and Assurance Committee as appropriate.
- 3.3.10 For the purposes of monitoring compliance with hedged/unhedged policy requirements (paragraph 3.3.4), forward starting hedges will be included in the hedging portfolio from the date on which they take effect. Care must be taken when formulating the Annual Treasury Strategy and executing hedging transactions to ensure that the impact of forward starting arrangements will not cause hedging limits to be breached when they take effect.
- 3.3.11 The organisation recognises the risk arising from maturing fixed interest rates and the resulting potential exposure to volatility in the interest rate market (“re-set risk”). Accordingly, the organisation will seek to manage interest rate re-set risk management strategy within the following general parameters, subject to operational requirements:

Hedged debt re-set risk parameters

Max % of total hedged debt due for re-set in any one year 20%

Max % variable rate debt maturing (rollover) on any date 25%

- 3.3.12 The principal factor governing the Group’s management of interest rate risk on surplus funds will be liquidity requirements. Surplus funds needed to meet cash flow requirements will necessarily be placed on short term deposit.
- 3.3.13 Subject to maintaining liquidity, either in the form of cash or undrawn committed and available borrowing facilities, where possible and subject to specific operating requirements the Group will seek to minimise borrowing rather than invest surplus funds when the net cost of borrowing exceeds the return achievable by investing surplus funds.
- 3.4 Exchange rate risk management
- 3.4.1 The Group will not expose its cash flows to exchange rate risk and consequently will not borrow using structures which require the payment of principal or interest in currencies other than sterling. Neither will it invest in instruments which pay interest or return capital in currencies other than sterling.

3.5 Credit and counterparty risk management

- 3.5.1 The Group may only invest with/lend to institutions regulated by the Prudential Regulation Authority (or the appropriate supervisory body in the European Economic Area in which they are incorporated or formed). It is permitted to invest with/lend to subsidiaries of rated institutions provided the subsidiary itself has an acceptable credit rating or where the organisation can be satisfied that the parent institution (which has an acceptable credit rating) is unconditionally obliged to stand behind the obligations of its subsidiary.
- 3.5.2 The Group will use Short-Term credit ratings issued by Fitch Ratings Ltd (“FRL”), Moody’s Investor’s Service (“Moody’s”) and Standard & Poor’s (“S&P”) to monitor the creditworthiness of the Banks and Building Societies with which it invests or with which it proposes to invest. For the purposes of this policy, the Group may invest with Banks and Building Societies which have an average Short-Term credit rating across the three rating agencies of at least “F2” as issued by FRL. The equivalent Short-Term credit ratings issued by Moody’s and S&P are “P-2” and “A-2” respectively.
- 3.5.3 Short-Term ratings have a time horizon of less than 13 months for most obligations and thus place greater emphasis on the liquidity necessary to meet financial commitments in a timely manner.

The following table provides an example of the short-term credit ratings used by Fitch Ratings:

<p>F1 Highest credit quality. Indicates the strongest capacity for timely payment of financial commitments; may have an added "+" to denote any exceptionally strong credit feature.</p>	<p>F2 Good credit quality. A satisfactory capacity for timely payment of financial commitments, but the margin of safety is not as great as in the case of the higher ratings.</p>
<p>F3 Fair credit quality. The capacity for timely payment of financial commitments is adequate; however, near term adverse changes could result in a reduction to non- investment grade.</p>	<p>B Speculative. Minimal capacity for timely payment of financial commitments, plus vulnerability to near term adverse changes in financial and economic conditions.</p>
<p>C High default risk. Default is a real possibility. Capacity for meeting financial commitments is solely reliant upon a sustained, favourable business and economic environment.</p>	<p>D Indicates an entity or sovereign that has defaulted on all of its financial obligations.</p>

Note:- Fitch assigned Triodos Bank a Long Term issuer default rating of 'BBB' with a stable-negative outlook and a viability rating at 'bbb' (Dec 2022 Feb'21). Triodos Bank has £24.166bn of assets under management (Dec 2021 update due March 2023). In addition, Triodos Bank UK Limited operates as a subsidiary company in the UK, post Brexit.

According to Triodos Bank, the rating confirms the strength of its capital, profitability and balance sheet. Regarding the adjustment of the outlook, Triodos Bank understands Fitch's reasoning that the legal disputes with some of its depository receipt holders regarding the suspension of trade of its depository receipts may create a certain level of uncertainty.

The bank is committed to restoring tradability through an MTF (Multilateral Trading Facility) listing and remains confident that this is in the best interest of its stakeholders, will therefore ease the risks identified by Fitch what could enable Fitch to revise the outlook to stable again.

CAF Bank does not have a credit rating, but it had circa £1.54bn of assets under management (April 2022⁴), all A rated or above, and 89% of which were AAA rated / UK Government and a committed loan portfolio of £30m to RSLs.

Investments may also be made to non-credit rated institutions via the Flagstone investment platform providing that the maximum invested with any single such institution is limited to the current government protected amount (under the Financial Services Compensation Scheme) and the Flagstone rating is greater than 50.

- 3.5.4 The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories.
- 3.5.5 The Group may invest in or borrow from any building society complying with the credit rating criteria or with net assets in excess of £1bn, or where specific prior approval has been obtained from the Management Committee.
- 3.5.6 It is permitted to invest with/lend to subsidiaries of rated institutions provided the subsidiary itself has an acceptable credit rating or where the organisation can be satisfied that the parent institution (which has an acceptable credit rating) is unconditionally obliged to stand behind the obligations of its subsidiary.
- 3.5.7 As a general rule, the organisation will only invest surplus funds with UK domiciled institutions and preference will be given to institutions which lend to the organisation in order to be able to take advantage of the right of set-off.
- 3.5.8 The Director of Finance is responsible for monitoring the credit standing of all approved investment institutions and for identifying and using appropriate external information services. In the event of an approved investment institution being downgraded below the organisation's minimum credit criteria, invested funds will be removed upon maturity. Funds invested will also be subject to the following sector limits:

Sector	Max % of surplus funds
UK Banks and / or subsidiaries	100
UK Building societies	100
UK Government	100
Local Authorities	50
Money Market Funds	50

Note: - Exposure to banking groups will be aggregated for the purposes of calculating compliance with sector limits

- 3.5.9 Where surplus funds are required to meet possible cash outflows in the near future, they must be deposited for periods that will ensure funds are available when required. Where funds are to be used to repay borrowings on maturity, deposit maturities should match the maturity of those borrowings as closely as possible.
- 3.5.10 The maximum amount invested at any time with an approved investment institution may not exceed £3.0m. The only exceptions to these limits will be the organisation's clearing bankers with whom deposits in excess of this amount may be made for up to 14 days from the date of unexpected funds and for sinking funds or funds held in escrow by direction of a lender pending completion of security arrangements. Whilst special Management Committee approval can be sought for a longer investment period such approval will only be given once independent professional advice has been received. Any exceptions to this policy must be reported to the Chair immediately and to the next Audit and Assurance Committee meeting, except where such an exception is due to accrued interest.
- 3.5.11 Investment may be made directly with an approved investment institution or via any regulated money broker. The Director of Finance shall be responsible for ensuring that any brokers used are made and kept fully aware of the organisation's minimum counterparty criteria and limits.
- 3.5.12 Where funds are held on behalf of the organisation by third parties (such as sinking fund trustees) The Director of Finance shall be responsible for ensuring that such third parties are made and kept fully aware of the organisation's minimum counterparty criteria and that any departure therefrom shall be subject to specific Management Committee approval.
- 3.5.13 Where cash has been raised from the proceeds of a capital markets issue or similar funding mechanism and is required to be placed on deposit with trustees as cash collateral pending completion of security charging, the organisation's minimum credit rating criteria for investment counterparties will continue to apply and must be advised in writing to the relevant trustee. However, the individual institution investment limit specified in paragraph 3.5.10 may be varied by the Management Committee as a temporary measure to accommodate such cash collateral arrangements in addition to day to day investment activities subject to quarterly reporting and re-authorisation.

- 3.5.14 Where cash has been raised from the proceeds of a capital markets issue or similar funding mechanism and cannot be utilised immediately a specific investment strategy for such funds must be approved by the Management Committee. The approval must set out variations to individual counterparty limits, minimum credit rating criteria and any other elements of this treasury management policy and will be subject to quarterly reporting and re-authorisation.
- 3.5.15 The organisation is permitted to invest in Sterling money market funds to provide investment diversification for short-term funds. Investment is only permitted in money market funds that have a rating of 'AAA', and that have a minimum investment rating criteria of A-1. It is recognised that there is a risk of falling capital values with this type of investment and therefore the maximum aggregate invested at any time in money market funds may not exceed £2 million. Any such investment requires specific authorisation by the Management Committee and will be subject to quarterly performance reporting to the Management Committee detailing, inter-alia, capital value. Investment in any such funds will only be approved following appropriate professional advice.
- 3.5.16 It is the organisation's policy to borrow from as wide a range of sources as possible and as may be appropriate. In general terms, the organisation will seek at all times to have committed available facilities in place sufficient to meet its contractually committed capital programme and to ensure that the Group has funds in place when entering into a contract which is a requirement of HAG funding. Where borrowings are to be included in the calculations of liquidity (as set out in section 3.2 "Liquidity Risk Management") the lender must have a minimum credit rating equivalent to those set out 3.5.3 or be subject to specific approval by the Management Committee. The organisation will also consider borrowing from the capital markets either directly, via issuing vehicles or via intermediaries such as The Housing Finance Corporation or GB Social Housing.
- 3.6 Inflation risk management
- 3.6.1 The organisation will keep under review the sensitivity of its treasury assets and liabilities to inflation and will seek to manage the risk accordingly in the context of the whole organisation's inflation exposures.
- 3.7 Legal & regulatory risk management
- 3.7.1 The Group will ensure that all of its treasury management activities comply with its statutory powers and regulatory requirements. It will demonstrate such compliance, if required to do so, to all parties with whom it deals in such activities.
- 3.7.2 The Group recognises that future legislative or regulatory changes may impact on its treasury management activities and, so far as it is reasonably able to do so, will seek to minimise the risk of these impacting adversely on the organisation.
- 3.8 Operational risk, including Fraud, error and corruption

- 3.8.1 The Group will ensure that it has identified the circumstances that may expose it to the risk of loss through inadequate or failed internal processes, people and systems or from external events. Accordingly, it will employ suitable systems and procedures, and will maintain effective contingency management arrangements, to these ends.
- 3.9 Price risk management
 - 3.9.1 The Group will seek to ensure that its stated treasury management policies and objectives will not be compromised by adverse market fluctuations in the value of the principal sums it invests and will accordingly seek to protect it from the effects of such fluctuations.
- 3.10 Refinancing risk management
 - 3.10.1 This organisation will ensure that its borrowing, private financing and partnership arrangements are negotiated, structured and documented, and the maturity profile of the monies so raised is managed, with a view to obtaining offer terms for renewal or refinancing, if required, which are competitive and as favourable to the organisation as can reasonably be achieved in the light of market conditions prevailing at the time.
 - 3.10.2 It will actively manage its relationships with its counterparties in these transactions in such a manner as to secure this objective and will avoid overreliance on any one source of funding if this might jeopardise achievement of the above.
- 3.11 Non-treasury investment risk
 - 3.11.1 The Group recognises that investment in other financial assets and property primarily for financial return, taken for non-treasury management purposes, requires careful investment management. Such activity includes loans supporting service outcomes, investments in subsidiaries, and investment property portfolios.
 - 3.11.2 The Group will ensure that all the organisation's investments are covered in the Annual Treasury Strategy or equivalent, and will set out, where relevant, the organisation's risk appetite and specific policies and arrangements for non-treasury investments. It will be recognised that the risk appetite for these activities may differ from that for treasury management.
 - 3.11.3 The Group will maintain a schedule setting out a summary of existing material investments, subsidiaries, joint ventures and liabilities including financial guarantees and the Group's risk exposure.

4.0 TMP 2 – Performance management

- 4.1 The Group is committed to the pursuit of best value in its treasury management activities, and to the use of performance methodology in support of that aim and within the framework set out in its treasury management policy statement.

Accordingly, the treasury management function will be the subject of ongoing analysis of the value it adds in support of the organisation's stated business or service objectives. It will be the subject of regular examination of alternative methods of service delivery, and of the scope for other potential improvements.

5.0 TMP 3 – Decision making & analysis

5.1 Record keeping

5.1.1 The Group will maintain full records of its treasury management decisions, and of the processes and procedures applied in reaching those decisions, both for the purposes of learning from the past, and for demonstrating that reasonable steps were taken to ensure that all issues relevant to those decisions were considered at the time.

5.1.2 The scheme of delegated authority is set out in TMP 5.

5.2 Borrowing where a loan has already been approved by the Management Committee

5.2.1 Delegated authority to borrow funds is placed with the Director of Finance. The amount of borrowings required will be dictated by business cash flow requirements and proposed development expenditure (if any). The exact amount of borrowings required will vary from time to time but will be at least sufficient to meet all liquidity requirements as outlined in this Policy.

5.2.2 The procedure to follow when drawing down loans is set out in the Group's treasury procedures documents.

5.3 Investing

5.3.1 Responsibility for controlling investments rests with the Director of Finance. The value of investments will be dictated by business cash flow requirements and proposed development expenditure. The exact amount of investments will vary from time to time and will be kept available to meet all liquidity requirements as outlined in this Policy.

5.3.2 When significant funds (typically in excess of £2m) are available to invest the Director of Finance will approach at least 2 preferred institutions to establish the best possible terms available. The funds will then be invested in accordance with the terms of this Policy and the Group's standing orders/treasury procedures at the best rates available.

5.3.3 All investment transactions must be documented, and the following information recorded:

- Amount
- Investment period
- Counterparty
- Interest rate

- Price/yield/coupon & issue details as appropriate
- Dealing date
- Payment date
- Maturity date
- Transmission arrangements
- Justification of the deal
- A unique deal number
- Broker's name (if applicable)
- Transaction type
- Name and signature of person executing the deal

5.3.4 Deal tickets should be evidenced as being authorised and must always be accompanied by confirmation letters/emails exchanged by the Group, counterparties and brokers.

5.3.5 Where possible, all investments will be transferred via CHAPS arrangements and be made in accordance with standing rules for operation of this service.

6.0 TMP 4 - Approved methods, instruments & techniques

6.1 The organisation will undertake its treasury management activities by employing only those instruments, methods, and techniques detailed in this TMP.

6.2 Capital finance (new borrowing)

6.2.1 The Director of Finance in conjunction with the Chief Executive is responsible for and undertakes all borrowing activities on behalf of the organisation. No new commitment to borrow funds may be entered into without the specific approval of the Management Committee.

6.2.2 In the case of all proposed new borrowing, the Director of Finance will prepare a report to the Management Committee containing the following minimum information:

- the name(s) of the proposed lender(s) with a brief description of their experience, understanding of the social housing market and perceived market standing;
- where applicable, the proposed lender(s) credit ratings;
- details of the interest bases permitted under the proposed facility;

- the basis and level of the lender's interest rate margin;
- details of arrangement and other fees, legal costs, valuation fees etc.;
- details of financial covenant requirements and any other restrictive undertakings required together with an assessment the organisation's ability to comply therewith;
- details of security arrangements;
- comparison with other offers and a cost benefit analysis;
- compliance with the organisation's borrowing strategy and policy;
- arrangements for drawings funds;
- details of any independent financial, legal or other advice received; and
- any other matters that will assist the Management Committee in arriving at its decision, with particular attention to highlighting the relevant risks.

6.3 Terms & conditions of capital finance

6.3.1 It is the responsibility of the Director of Finance to ensure that all new borrowing is effected on the most competitive terms possible and available in the markets. The organisation will endeavour to ensure that any financial covenants entered into with any lender are consistent with those for existing borrowing arrangements where they remain in place and are in line with the market at the time of arranging.

6.3.2 The organisation will seek to maintain minimum levels of covenant compliance in excess of the levels imposed by loan agreements at all times. Anticipated levels of compliance and internally set compliance targets will form an integral element of the Annual Treasury Strategy.

6.4 Collateral (security)

6.4.1 It is the organisation's general policy to maintain the minimum level of asset cover required by lenders. At the same time, the organisation will endeavour to ensure that borrowing arrangements permit maximum flexibility to release and substitute collateral assets and to grant floating charges only as a short-term measure pending the completion of fixed charge security.

6.5 Investment

6.5.1 Subject to the limits and credit criteria specified in the standing orders, the organisation may invest surplus funds in the following approved instruments:

- Short/fixed term money market deposits;
 - Certificates of deposit issued by authorised institutions;
 - Treasury Bills;
 - Government Gilts;
 - Securities listed on the Stock Exchange whose interest and principal is unconditionally guaranteed by H.M. Government;
 - Advances to, or loan instruments issued by, public sector or quasi-public sector bodies including Registered Providers of social housing; and
 - AAA rated money market funds
- 6.5.2 Funds may not be invested in any medium where capital value may be subject to loss.
- 6.6 Derivative instruments
- 6.6.1 Where this organisation intends to use derivative instruments for the management of risks, these will be limited to those set out in its Annual Treasury Strategy. The organisation will seek proper advice and will consider that advice when entering into arrangements to use such products to ensure that it fully understands those products.
- 6.7 MIFID II
- 6.7.1 This organisation will review its classification with financial institutions under MIFID II and will set out in the schedule to this document those organisations with which it is registered as a professional client and those with which it has an application outstanding to register as a professional client.
- 7.0 TMP 5 - Organisation, clarity and segregation of responsibilities, and dealing arrangements**
- 7.1 The Group considers the effective control and monitoring of its treasury management activities essential, for the reduction of the risk of fraud or error, and for the pursuit of optimum performance, that these activities are structured and managed in a fully integrated manner, and that there is at all times clarity of treasury management responsibilities.
- 7.2 The principle on which this will be based is a clear distinction between those charged with setting treasury management policies and those charged with implementing and controlling these policies, particularly with regard to the execution and transmission of funds, the recording, and administering of treasury management decisions and the audit and review of the treasury management function.

- 7.3 If and when the Group intends, as a result of lack of resources or other circumstances, to depart from these principles, the Director of Finance will ensure that the reasons are properly reported in accordance with TMP6 - "Reporting", and the implications properly considered and evaluated.
- 7.4 The Director of Finance will ensure that there are clear written statements of the responsibilities for each post engaged in treasury management, and arrangements for absence cover.
- 7.5 The Group's scheme of delegated authority relating to treasury management is as follows:

Authority retained by the Management Committee:

- Approval of key policies, procedures and delegation of authority
- Approval of the Business Plan
- Approval of the Annual Treasury Strategy as recommended by the Director of Finance.
- Approval of short term overdraft facilities
- Approval of bank and dealing mandates
- Review of the Annual Treasury Outturn Report the contents of which are described in TMP6.

Authority delegated to the Director of Finance

- Implementation of the Annual Treasury Strategy (including proposals for controlling interest rate risk).
- Delivery of the Annual Treasury Outturn Report to the Management Committee.
- Supervision of the treasury function.
- Authorisation of investments entered into pursuant to TMP1.

The Director of Finance is also responsible for the provision of adequate internal controls, including:

- Up-to-date signatory mandates authorising bank transfers
- Procedures for deal authorisation
- Regulation of access cards and similar devices for electronic transmission

- Ensuring that segregation of duties is maintained such that separate staff are involved in dealing and deal-checking activities
- Ensuring that telephone instructions are confirmed in writing.

8.0 TMP 6 – Reporting requirements and management information requirements

8.1 Annual Treasury Strategy

8.2 The Director of Finance will prepare for the Management Committee meeting preceding or the first Management Committee meeting following the year end, an Annual Treasury Strategy for approval.

8.3 The Annual Treasury Strategy sets out the Treasury aims and objectives for the coming financial year. In preparing the Annual Treasury Strategy, the Management Committee will have regard to the maintenance of a stable financial position for ELHA. The following matters shall be included in the Annual Treasury Strategy as a minimum:

- Detailed forecast cash flows for the following financial year and a summary position for a further 3 years, linked to ELHA's current Business;
- Analysis of current prevailing short and long-term interest rates, comparison with historical trends and estimated trend movement over the next financial year (this data will be supported with externally gathered expert opinion);
- The Annual Treasury Outturn Report for the preceding financial year;
- Details of current borrowings;
- A statement of borrowing requirements for at least the next financial year together with a strategy for funding this requirement, ensuring that ELHA has sufficient and appropriate facilities to meet both its short-term and long-term borrowing requirements;
- Borrowing requirements beyond three years where ELHA has made a commitment that will require funding;
- A statement of anticipated cash surpluses and the strategy to be adopted for investment thereof during the next financial year;
- A recommendation as to the mix of hedged and unhedged debt to apply across ELHA's debt portfolio during the next financial year;
- Any proposals for amendments to this Treasury Policy Statement.

In preparing the Annual Treasury Strategy, the Director of Finance will pay regard to the following:

- Maintenance of a stable financial condition;
- Ensuring that ELHA has sufficient and appropriate facilities to meet both its short-term and long-term borrowing requirements; and
- Ensuring that ELHA has sufficient cash resources available at all times to meet funding needs arising from uncertainties in the business planning process, the timing and amount of cash flow.

The Annual Treasury Strategy will also detail ELHA's strategy for refinancing maturing borrowing (if any), changing the mix of hedged and unhedged interest rates and new borrowing requirements over the next three years. The Annual Treasury Strategy must include:

- Proposed sources of finance;
- Proposed maturities and maturity structure;
- Mechanisms available for controlling and managing interest rate risk exposure;
- Anticipated interest rate levels;
- A statement of unencumbered assets available to support borrowing and a statement of the effect of any proposed new borrowing; and
- A forecast of the impact of the proposed strategy on financial covenants.

The Annual Treasury Strategy will detail ELHA's strategy for investing surplus funds and include on an aggregated basis:

- A forecast of funds required to repay maturing debt or for other cash flow requirements;
- A forecast of surplus funds available to meet contingencies;
- An investment strategy, including proposed instruments and maturities, designed to maximise returns and also ensure sufficient liquidity to meet forecast requirements; and
- A forecast of the impact of the proposed strategy on financial covenants.

8.4 Annual Treasury Outturn Report

The Annual Treasury Outturn Report (to be submitted with the Annual Treasury Strategy) will cover the whole of the previous financial year's activities of the treasury operation and include final annual measures of performance. The overriding objective of the Annual Treasury Outturn Report is to provide a standalone document that gives a full picture of treasury activities, plans, policies and results, independent of other reporting during the year. The Annual Treasury Outturn Report will incorporate the following specific information:

- A statement of the proportion of the debt that is hedging including a maturity ladder detailing all hedged borrowing and interest periods within unhedged borrowing;
- An overall summary of treasury operations for the year;
- An analysis of actual cash flow compared with budgeted levels and commentary on variations (both positive and negative);
- A report analysing compliance with permitted borrowings and prevailing regulations, including:
 - Total debt outstanding;
 - Total short term borrowings;
 - Financial covenant compliance;
 - Confirmation that total permitted borrowing has not been exceeded; and
 - Matters where TMPs have not been complied with (if any).
- As part of the annual review of treasury the Director of Finance will also review this Treasury Policy to ensure it is fit for purpose and advise of any required amendments.

8.5 Quarterly Treasury Management Reports

The Director of Finance will deliver quarterly reports to the Audit and Assurance Committee detailing the following minimum information where relevant:

- An analysis of financial covenant compliance (included in the quarters "Performance Indicator" report);
- Cash flow compared to budget and an explanation of variations (both positive and negative) (included in the quarterly management accounts report);

- A commentary on the applicability of the current Annual Treasury Strategy and any recommended adjustments thereto;
- Any matters where the TMPS or Annual Treasury Strategy have not been complied with;
- Exception reports;
- A recommendation as to any additional hedging to be adopted.
- A report on any changes to the relationship with lenders and any issues that may have an impact on ELHA;
- A progress update on borrowing requirements for the remainder of the year
- Any changes to the strategy adopted for investment of cash surpluses during the remainder of the year;
- Any proposals for amendments to this Treasury Policy Statement (if applicable); and;
- Revisions to the current 12-month cash flow forecast, estimates of interest rate trends and the impact on the current Annual Treasury Strategy and recommended adjustments to the current interest rate risk management policy contained in the Annual Treasury Strategy and any revenue effect.

9.0 TMP 7 – Budgeting, accounting & audit arrangements

- 9.1 The Group will account for its treasury management activities, for decisions made and transactions executed, in accordance with appropriate accounting practices and standards and with statutory and regulatory requirements in force for the time being.
- 9.2 The Group will ensure that its auditors and those charged with regulatory reviews, have access to all information and papers supporting the activities of the treasury management function, as are necessary for the proper fulfilment of their roles and that such information and papers demonstrate compliance with external and internal policies and approved [practices](#).

10.0 TMP 8 – Cash & cash flow management

- 10.1 Unless statutory or regulatory requirements demand otherwise, all monies in the hands of the Group will be under the control of the Director of Finance and will be segregated for cash flow and investment management purposes.

10.2 Cash flow projections will be prepared on a regular and timely basis and the Director of Finance will ensure that these are adequate for the purposes of monitoring compliance with TMP1 “Risk Management” and for the purpose of identifying future borrowing needs.

11.0 TMP 9 - Money laundering

11.1 The Group is alert to the possibility that it may become the subject of an attempt to involve it in a transaction involving the laundering of money. However, it is unlikely that cash received from individuals will ever exceed the minimum (10,000 euros) over which procedures are required per Regulation. Cash receipts will therefore be monitored to determine whether requirement for a procedure is required in the future. Such a procedure would cover verifying and recording the identity of counterparties and reporting suspicions and would ensure that staff involved in this, were properly trained.

12.0 TMP 10 - Training & qualifications

12.1 The Group recognises the importance of ensuring that all staff involved in the treasury management function have the skills required to undertake the duties and responsibilities allocated to them. It will therefore seek to appoint individuals who are both capable and experienced and will provide training for staff to enable them to acquire and maintain an appropriate level of expertise, knowledge and skills.

12.2 Officers involved in treasury operations will receive adequate training to provide them with the necessary skills and knowledge to keep them up to date with treasury management best practice. Training may include studying for recognised qualifications, external courses and conferences and internal courses and seminars. Each year the Director of Finance, will assess training needs and make appropriate provision for costs.

12.3 The Management Committee will also receive regular training and development sessions to ensure that they have the necessary skills to understand and approve treasury reports. This will be by means of in house training sessions undertaken by both employees and external specialists. Where considered appropriate Management Committee members may also attend external training courses.

12.4 Those charged with governance recognise their individual responsibility to ensure that they have the necessary skills to complete their role effectively, supported as necessary by professional advisors in Treasury Management matters.

13.0 TMP 11 – Use of external service providers

- 13.1 The Group recognises the potential value of employing external providers of treasury management services, in order to acquire access to specialist skills and resources. When it employs such service providers, it will ensure it does so for reasons which will have been submitted to a full evaluation of the costs and benefits. It will also ensure that the terms of their appointment and the methods by which their value will be assessed are properly agreed and documented and subjected to regular review.
- 13.2 In accordance with the organisation's Standing Orders the use of external advisers will be considered in the following circumstances:
- Ongoing treasury support with strategy and policy;
 - Provision of regular market information;
 - The raising of additional finance;
 - Negotiation and re-negotiation of loan covenants and margins; and
 - Recruitment of new team members.
- 13.3 Before external consultants are engaged, Management Committee approval will be sought with clear terms of reference established.
- 13.4 Once the use of external advisers has been agreed all Management Committee reports submitted where the external advisers have had an involvement will need to be reviewed by an officer of the organisation and where deemed appropriate presented by the external adviser.

14.0 TMP 12 – Corporate governance

- 14.1 The Group is committed to the pursuit of proper corporate governance throughout its business and services and to establishing the principles and procedures by which this can be achieved. Accordingly, the treasury management function and its activities will be undertaken with openness and transparency, honesty, integrity and accountability.
- 14.2 The Group has adopted and has implemented the key recommendations of the Code. This, together with other arrangements detailed in the Group's treasury procedures are considered vital to the achievement of proper corporate governance in treasury management. The Director of Finance will monitor and, if and when necessary, report upon the effectiveness of these arrangements.

Stock Investment Strategy

Report by Duncan Mackay, Director of Asset Management – for approval

1.0 Introduction

Stock Investment Strategy is identified as one of the ten strands within the Strategic Asset Management guidance that the Association has been working towards for some time. This Strategy completes work on nine of the ten strands.

However, it should be noted that the Scottish Housing Regulator has now withdrawn their Strategic Asset Management Strategy guidance, and replaced it with a more traditional bricks and mortar focused piece of guidance on Asset Management. This new guidance will be reviewed in 2023/24 along with the position in relation to the former guidance.

2.0 Stock Investment Strategy

This document is intended to sit alongside Asset Management Strategy and the Planned Maintenance Programme. It is more about setting out general future strategy and principles than specific projects in relation to management and maintenance of the Association's homes.

A key issue, that will prompt an early review in 12 months' time, is EESSH2. This new standard is currently under review and therefore the overall approach will need to be reviewed once the requirements of the new standard are clear.

Recommendation

The Management Committee is asked to approve the Stock Investment Strategy.

Date Issued	March 2023
Last Revised	Not applicable
Department	Asset Management
Title	Stock Investment Strategy
Objective	To outline the Association's strategy for investing in its property assets considering regulatory requirements and meeting targets for reduction of use of fossil fuels and future strategy with respect to new developments.
Responsible	Director of Asset Management
Next Review Date	March 2024

1.0 Asset Management

The Association has an existing approved and implemented Asset Management Strategy driven around the guiding principles of providing and maintaining properties for rent in the Social Housing Sector that are affordable, fit for purpose, sustainable and economically viable.

In recent years there has been an additional focus on sustainability, reduction of fuel poverty and the overall requirement for meeting targets by the phasing out of the use of fossil fuels and reducing CO2 output.

Our Long-Term Financial Projections, which we revise annually, consider our overall financial stability for the next 30 years, and have evolved to take account of the requirements of ESSH and emerging ESSH2 requirements, whilst needing to ensure sufficient funding to maintain the stock to the highest standards through the delivery of the Planned Maintenance Programme (PMP) and being able to demonstrate that all this is affordable.

2.0 Stock Investment Strategy Guiding Principles

There are competing priorities, not just in relation to existing stock investment, and we must strike a balance that is not simply driven by meeting certain standards at all costs. Preventing homelessness for example is another key driver, and one contribution we can make is in continuing to build new homes, so we must take pragmatic decisions that ensure the right balance between the energy efficiency of new homes and maximising the number we can build is struck. We have therefore set out four key principles in our approach to future stock investment.

2.1 Applying Common Sense – At All Times

This is an over-riding guiding principle for our Stock Investment Strategy. There will be exceptions and variations within our stock that mean we cannot apply a simple, equal solution. We will be guided by the needs of our tenants, overall affordability, and understanding of our homes as both community and individual assets. We will work with our tenants wherever we can to apply the right solutions in the right places and will avoid decisions where they are illogical and applied simply to meet a standard.

We will, however, do all we can to move our stock to zero emission at the earliest opportunity. Given current uncertainty around future standards and requirements, it is difficult to plan effectively at present, but we will work with both the Scottish Government, Scottish Housing Regulator and Scottish Federation of Housing Associations, and engage in the development of future strategies and standards.

2.2 Fuel First Approach

We are keen to reduce the carbon footprint of our homes as quickly as we can, and ultimately, we see future energy requirements for our homes being met by either on-site or other local generation, or by grid electricity. The goal is to see the use of gas, coal and wood for heating in our homes end. However, responding to Fuel Poverty is a priority, and we must ensure that any new heating system is at least no more expensive to run than any existing gas or solid fuel heating system.

Currently, fossil fuels, particularly gas, are much cheaper per Kwh than electricity. Market forces may equalise prices through time, but we believe a Social Heating Tariff, equalising prices for heating energy, would allow us to make much quicker progress in decarbonising our homes. This could be achieved by a mixture of subsidy for electricity, paid for in part by slowly and progressively increased taxes on natural gas.

With equal fuel prices, we would be able to replace all our gas boilers across a few years with electric combi boilers, without the need for any government funding or other grant assistance. These upgrades would result in minimal inconvenience for tenants, and if taken forward on a larger scale with the sector, this could be alongside grid improvements to provide the additional capacity required. In addition, our risks and maintenance costs associated with maintaining gas systems would reduce to zero.

We are very wary of trying to retrofit systems that our existing homes were never designed to accommodate, in particular, Air Source Heat Pumps (ASHP). We recognise the benefits of Heat Pumps when installed in homes designed to work with them and will consider them where appropriate in our new build projects. However, the high installation cost, concern around lifespan and maintenance costs of the systems, the nature and extent of the works required to retro-fit them, and above all, poor heating performance when compared to a traditional wet system, mean that they are not appropriate for the majority homes with existing gas central heating systems.

Many of our rural homes already have zero emission heating, as many are fitted with electric Quantum night storage heaters. As this form of heat storage is essentially a battery, it is possible that there is a place for this kind of system in the heating systems of the future, but with a gas equivalent heating tariff, electric combi boilers could also be considered for these homes, offering tenants the same levels of comfort and controllability of heating that tenants in urban areas generally have.

2.3 Fabric Second Approach

Investing in the thermal efficiency of our homes where there is a clear return on the investment makes sense for tenant and landlord alike. We will continue to take sensible measures, but it is becoming increasingly difficult for us to make meaningful improvements to our homes where the returns justify the level of investment required.

We do not believe that housing stock should be assessed in individual isolation. For example, two otherwise identical homes, one with solar PV and one without, would have two completely different ratings under existing energy efficiency assessments. However, if the equivalent of two homes PV panels were put in a solar farm, and each property receives half of the energy generated, then both homes would benefit from their “own” generation, and both would have the same energy rating.

We believe it is not just about the physical attributes of an individual property, but how and where the energy they use is generated, that is critical to considering their overall impact on the environment. We also recognise the crucial role housing plays in communities, and whilst, for example, a larger, older property may use more energy than a smaller, newer one, we may place a higher social value on the larger property, and therefore we may wish to tolerate higher energy use, rather than consider disposal of the property, if there are no practical ways to reduce overall energy use further.

We are therefore wary about judging the quality of our homes based on just thermal performance, and we will take a wider view around stock retention strategies, unless legislative or regulatory requirements mean we have to do otherwise.

2.4 Local Generation and Supply

We are keen, where possible, to explore the potential of localised schemes to develop energy for our tenants to use, whether that is small scale on site solar farms at new developments, or offsite wind generation that can use a future, more intelligent grid for distribution. We have the ability to fund, build and manage capital infrastructure, so ensuring our tenants have long term access to cheap, reliable energy, is part of our long-term vision.

3.0 Options Available From Clean Energy Sources

Using electricity from sustainable generation allows us to consider the use of various electrically powered systems to provide heat and hot water for existing stock to upgrade and renew systems as required, and for future schemes as they are developed. Options already in use in our stock include:

- Electric Wet Central Heating Boilers (Combi Boilers)
- Ground Source Heat Pumps
- Air Source Heat Pumps
- Storage Heating (Quantum Heaters)
- Solar Photo Voltaic Systems
- District Heating Schemes
- Battery or Heat Store Technology

Other options may become available in the future, as advances in technology and other alternatives are developed. The use of Hydrogen and Microwave technology are sure to be developed further in future years and may provide cost effective alternatives, whilst infra-red heating systems are already available in the market. We aim to find out more about these kind of systems as they develop and consider whether there are any practical uses for them within our stock.

We have installed Electric Wet, Ground Source Heat Pumps, Air Source Heat Pumps, Solar PV and Heat Store Batteries in our stock. We recognise the additional costs of Electric Wet systems, but tenants with these systems generally use Economy 10 tariffs which does reduce overall cost, but this is not a perfect solution. With a gas equivalent heating tariff, these would be the best option from the perspective of retro-fit and controllable heating for tenants.

Our Solar PV and Heat Store systems work well, and we have now installed Solar PV's in virtually all our suitable properties.

We struggle with many tenants trying to explain how to use Ground Source and Air Source Heat Pumps, despite many of these systems having been in place for many years. Many tenants use the systems efficiently and effectively, but probably as many again do not use the systems as designed and so are running them inefficiently and often relying on immersion heating for water as a result, which in turn means high energy bills.

We have replaced all electric panel heating and older type storage heating systems with more efficient Quantum Storage Heaters. These are efficient, as well as having a long lifespan and low maintenance costs, and if used with an Economy 7 tariff, keep heating costs reasonable, but nowhere near as low as a gas heating system, and with significantly less control.

4.0 Property Energy Performance Information – Existing Stock

We have 100% stock condition database that provides good information about our stock. The survey information provides information to inform our future maintenance planning.

Every property has a current Energy Performance Certificate (EPC) that identifies the rating given to each property.

Working with the Energy Savings Trust (EST), the Association has a massive amount of information on property energy performance and potential energy savings available through the EST Portfolio Energy Analysis Tool (PEAT). The PEAT tool assists with targeting the properties that most need typical energy saving measures with an estimate of how much these measures are likely to cost.

5.0 EESSH2

The Energy Efficiency Standard for Social Housing (EESH) aimed to improve the energy efficiency of social housing in Scotland by aiming to reduce energy consumption, fuel poverty and the emission of greenhouse gases.

The EESH was based on the minimum Energy Performance Certificate (EPC) rating calculated using the Standard Assessment Procedure (SAP) for energy rating of dwellings 2012 methodology.

The original EESH was introduced in March 2014 and set a first milestone for social landlords to meet for social rented homes by 31 December 2020. An EPC rating of Band D was the minimum required and the Association met this target through the investment in the stock. A second milestone (EESH2) was confirmed in June 2019, for social rented houses to meet by December 2032. The EESH2 milestone is that:

- All social housing meets, or can be treated as meeting, EPC Band B (Energy Efficiency rating), or is as energy efficient as practically possible, by the end of December 2032 and within the limits of cost, technology and necessary consent
- In addition, no social housing below EPC Band D should be re-let from December 2025, subject to temporary specified exemptions

The Scottish Government decided to review the EESH2 in 2023 to strengthen and realign the standard with the target for net zero heat in houses from 2040, as set out in the Climate Change Update, the Heat in Buildings Strategy, and the Housing to 2040 Route Map. The review will look at progress towards EESH2, elements of the standard, air quality, alignment with the net zero target, and how the standard fits with changes needed across other tenures.

Clearly this will have a significant impact on our future stock investment, and we will review our approach once the required new standards become clear.