



**Muirhouse
Housing
Association**

MUIRHOUSE HOUSING ASSOCIATION



**Muirhouse
Homes Ltd**

MUIRHOUSE HOMES

Title of Policy: Tenants Allowance and Compensation

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Lead Officer: Stephanie Sedstrem

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Policy: Tenants Allowance and Compensation

Our Vision, Our Mission, Our Values

Our Vision is an engaged, thriving, desirable and eco-friendly Muirhouse with high quality, truly affordable and greener homes.

Our Mission - We will provide high quality, truly affordable homes and services for residents and strengthen our engagement and partnerships to enrich the community and safeguard our environment.

Our Values - In upholding our central value of providing high quality, affordable homes and services, our behaviours and decisions will demonstrate our commitment to

Excellence: Ensuring the highest standards in all that we do and innovating to continually improve. Across the MHA Group, we are committed to providing a high quality, customer focused service that demonstrates value for money.

Caring: Being compassionate about and responding appropriately to the needs of our residents, staff, and Board.

Mutual Respect: Valuing the views, knowledge, expertise, and skills of others and collaborating to achieve good outcomes for residents, staff and the Association. We will continue to be a leading member of the local community, working with our customers and statutory, voluntary, and private sector partners.

This policy applies to

Staff of Muirhouse Housing Association for their work in relation to such tenancy matters.

Policy Summary

This policy outlines the circumstances under which a tenant may qualify for an allowance or compensation payment from Muirhouse Housing Association. It explains how we will carry out this process and how it will be monitored and reviewed.

Equalities

Muirhouse Housing Association are committed to ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion and belief; sex or sexual orientation.

This document complies with our Equality, Diversity and Inclusion Policy.

Privacy

This policy has been developed and will be applied in compliance with General Data Protection Regulations (2018).

Compliance

SHR Regulatory Standards

Outcome 1 – Equalities
Outcome 2 – Communication
Outcome 4 – Quality of Housing
Outcome 5 – Repairs, Maintenance, and repairs
Outcome 13 – Value for Money

Other Guidance;

Housing (Scotland) Act 2001
Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 - Scottish Statutory Instrument 2002 No. 312.
Land Compensation (Scotland) Act, 1973

Scottish Social Housing Charter Outcomes & Standards

- Outcomes, 1,2 and 3: Equalities, Communication and Participation
- Standard 4: Quality of housing
- Outcomes 5 and 6: Repairs, maintenance and improvements and Estate management
- Outcomes 7, 8 and 9: Access to housing and support
- Outcomes 10 and 11: Access to social housing and Tenancy sustainment
- Outcome 13: Value for money

Related Policies

Our Tenant Allowance and Compensation Policy links to the following policies:

Decant Policy
Repairs and Maintenance Policy
Complaints Handling Procedure

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1. Introduction

1.1 There are different situations during a tenancy where Muirhouse Housing Association may need or want to consider making payments to tenants, in the form of allowances or to offer an “goodwill” payment in order to compensate a tenant where something has gone wrong. This generally occurs where the situation has financial and other impacts on tenants which their landlord should recognise.

1.2 These circumstances include (not an exhaustive list):

- when a certain level of work is required to a person’s home.
- work is not completed as it should be.
- something has gone wrong then the process of making improvements or repairs.
- where a payment to a tenant to remedy an issue may be more cost effective for the landlord and allows for more tenant choice and control.

1.3 This paper sets out proposed content for a Tenant Allowances and Compensation Policy which outlines the circumstances in which a tenant will qualify for assistance, and the level of any such payments.

2. Aims and Objectives of Policy

2.1 This policy will aim to:

- clearly define the responsibilities of Muirhouse Housing Association, as landlord, and our tenants in relation to payments to tenants, and to ensure openness and accountability for all actions and decisions.
- provide tenants with clear information on all aspects of compensation and payments to tenants either discretionary or legislative.
- provide clear guidance to staff on the circumstances which may lead to a payment of compensation, including Discretionary, Statutory and Disturbance payments.
- ensure compliance with statutory, regulatory, and contractual obligations.

3. Legal and Regulatory Framework

3.1 Landlord obligations to make payments to tenants in specified circumstances are set out in legislation as follows:

- Housing (Scotland) Act 2001, Section 30: Right to compensation for qualifying improvements
- Housing (Scotland) Act 2001, Section 27 (2) and Schedule 4: Right to repair for qualifying repairs
- Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 - Scottish Statutory Instrument 2002 No. 312.

- Land Compensation (Scotland) Act, 1973: Home Loss and Disturbance Payments to tenants and owners displaced due to demolition or other redevelopment proposals affecting their home.

3.2 The Scottish Secure Tenancy Agreement between the Association and tenants makes the contractual commitments:

“If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.”

4. Approach and Method

4.1 Muirhouse Housing Association may make payments to tenants in several circumstances e.g., as a result of repair works or lack of these, home improvements, acknowledgement of poor or inadequate service. Payments fall under the categories of Statutory Payments, Disturbance Payments, and Discretionary Payments.

4.2 The Association requires its contractors to hold adequate insurances and confirms this at the start of each contract and annually. If tenants suffer loss or incur temporary additional costs as a result of a contractor’s actions, errors or omissions, MHA may assist them to claim against the contractor(s).

4.3 The Association has in place comprehensive insurance for its properties and public liability insurance. Liability for claims alleging error, omission or negligence by the Association must not be admitted and our insurers must be advised. Where it is appropriate to make a claim against either of these policies, the matter must be referred to the Finance and Corporate Services Manager to liaise with insurers.

4.4 The Association is not responsible for the insurance of tenants’ or residents’ contents or personal belongings. We promote the need for contents insurance at the start of the tenancy, and regularly through Facebook and newsletters.

4.5 **Discretionary Payments:** The main areas where a discretionary payment may be made to tenants are:

- New Tenancy Decoration Allowance
- Decant Expenses and Allowances
- Payments related to carrying out major work in tenants’ homes

- 4.6 **Decoration allowances:** The Association inspects all properties when they become empty and carries out all required repairs and cleaning prior to re-let. Properties should be decorated to the agreed lettable standard. Where the standard falls below this, a discretionary decoration allowance will be paid. This will be provided in the form of a payment to the new tenant for the allowance value set out in Appendix 1.
- 4.7 **Decoration and disturbance allowances following capital improvement works:** We aim to minimise disruption to tenants during any major capital or planned maintenance works by painting the affected rooms following on from kitchen, and bathroom replacements. We replace kitchen and bathroom vinyl as part of the improvement work to reduce disturbance, and costs to the tenant. We therefore do not offer a disturbance allowance for these works.
- 4.8 Decoration allowances may be paid where completion of major works impacts on tenants' decorations and fittings e.g. window replacements of different size to original, installation of central heating radiators in different positions. There may be times when the cooking facilities may not be available overnight. If this happens, we will arrange an allowance for an evening meal.
- 4.9 **Decant expenses and allowances:** On rare occasions it may be necessary to temporarily decant a household to another type of accommodation to allow work to be completed in their permanent home (see Decant Policy). Appendix 1a outlines the expenses and allowances payable. If the decant has been as a result of repairs or capital improvement works, then the relative allowances and compensation may also apply in addition to standard decant payments.

4.10 **Discretionary Payments in Exceptional Circumstances**

Goodwill payments may be made in exceptional circumstances e.g.

- Following any planned maintenance work carried out by us resulting in the decoration or flooring being extensively damaged, where this is not covered elsewhere
- Following any responsive repair work carried out by us resulting in the decoration being extensively damaged and where the tenant's household insurance does not cover the damage.
- When dehumidifiers or temporary heaters are required in a tenants' home.
- When we have failed to provide the required service.
- When the tenant has experienced an increase in fuel usage due to repairs.

Appendix 2 provides a guide. Subject to approval by a senior staff member with documented reasons and authorisation, the Association reserves discretion to increase the payment amount depending on the individual circumstances with authorisation limit set at £300 or as set out in financial regulations.

4.11 Statutory payments

Payments to tenants must be made in certain circumstances, with the amounts or formula for calculating amounts, set out in law. The circumstances are:

- Right to Compensation for Improvements
- Right to repair for qualifying repairs
- Home loss and disturbance payments

4.12 Right to Compensation for Improvements: Under section 30 of the Housing (Scotland) Act 2001 tenants of the Association may be able to receive compensation for improvements they have made to their property. Applying those elements, the law that apply to the Association, in order to qualify for compensation, the improvement must meet *all* of the following criteria:

- have been carried out after September 2002.
- evidence that the improvement was approved by the Association under the terms of its Alterations and Improvements Policy (to be developed).
- the tenancy must have ended, but not through repossession by the Association
- the notional life of the improvement (set out at Appendix 3) must not have expired at the time of claim.

4.13 The qualifying improvements, notional life and the level of compensation payable are set out in the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002, along with further rules on the assessment and appeal process (Appendix 3). The Association will apply all relevant regulations when assessing whether an improvement is a qualifying improvement and will then apply the regulations to determine if any compensation is payable and at what level.

4.14 The amount of Compensation payable for a qualifying improvement shall be calculated, by MHA based on the tenants' costs depreciated over the notional life of the improvement.

Using the following formula: $C \times (1 - y / n)$

C = cost of improvement work from which will be deducted the amount of any grants received by the tenant.

n = notional life of the improvement, as defined in appendix 3 of this Policy.

y = number of years starting on the date on which the improvement was completed and ending on the date the tenancy ends.

Part of a year shall be counted as a whole year.

Calculation Example - tenant installed a shower 9 years ago - cost of improvement was £1500 - notional life of improvement was 12 years

Calculation $C \times (1 - y / n)$ $1500 \times (1 - 9/12) = 1500 \times (0.25)$

Compensation payable = £375

4.15 MHA reserves the right to increase or decrease the offer given based on the following factors

- If the cost of the improvement work is considered excessive for the standard of the work and quality of materials used.
- If the deterioration in quality of the improvement is greater than would be provided for in the notional life of the improvement.
- If the improvement is considered to be of a quality above that which the Association would expect to install.
- If the improvement has deteriorated at a rate lower than that provided for in the listed notional life.

The maximum compensation paid for each improvement will be £4,000.

4.16 **Right to Repair:** Right to Repair sets out legally required timescales for attending to qualifying types of repairs (Appendix 4).

4.17 The Association's Repairs and Maintenance Policy sets target timescales for completing repairs which are below these timescales. This helps to ensure that claims under the scheme are minimised. There may be occasions where contractor or other delays mean the provision of Right to Repair legislation must be applied. Should this happen, the Association will comply with its obligations under the Right to Repair Scheme of the Housing (Scotland) Act 2001. This applies to qualifying repairs up to the value of £350 and compensation may be paid if the repairs are not completed within set timescales.

4.18 Where the Association fails in part or entirely to meet its obligations under Right to Repair it will make acknowledge this with compensation as follows:

- Where a contractor does not start the job within the timescale or starts but does not finish within the set timescale, a "one-off" payment of £15 will be made.
- Where a second contractor is instructed due to the initial contractor failing to start the work in time, then they will be given the same timeframe in which to carry out the repair. If this second attempt fails a further £3 per day (up to a total compensation value of £100) for each day the repair remains outstanding after this second maximum period has expired.

4.19 Compensation will not be paid if:

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

4.20 Home Loss and Disturbance Payments: The Association has no current plans which would lead to statutory payments under the provisions of the Land Compensation (Scotland) Act 1973. This occurs where tenants and owners (where applicable) are displaced due to demolition or other redevelopment proposals affecting their home. The policy will be reviewed if the Association's business plans change to include redevelopment.

4.21 Tenants in arrears: Where a tenant owes the Association money, any agreed payment will be made after deduction of money owed, and the allowance or payment credited to the tenants' rent account or set against other debts owed to the Association.

5. Implementation of the Policy

5.1 The Board of Management, in its formal approval of the policy, acknowledges that it accepts full responsibility for its implementation. Day to day responsibility for the operation and monitoring of the policy is delegated to the Chief Executive and senior staff. All relevant staff have a responsibility to ensure that the policy is applied as instructed.

5.2 Implementation of the policy will be supported by:

- Devising detailed procedures to accompany the policy: responsibility for developing supporting procedures is delegated to the Housing Services Team Leader.
- Communicating with staff and tenants about the policy and procedures and any subsequent amendments.
- Staff training.
- Monitoring and internal audit of adherence to policy requirements and procedures

6. Monitoring of the Policy

6.1 The activities covered under the Payments to Tenants Policy will be subject to monitoring.

6.2 Key areas for monitoring will include:

- Risk management.
- Provision of training and / or information to staff.
- Compliance with policy and procedure.
- Effectiveness of communications about maintenance with contractors and tenants.
- Cumulative amounts of payments in each financial year under each of the payment categories outlined above in Section 3.
- Budgetary and expenditure control.
- Reasons for discretionary payments and any trends linked to contractor performance or tenant dissatisfaction with our services.

6.3 An annual monitoring report will be to the Board within the final quarterly performance report for the year. Periodic audits of policy compliance may be conducted by the Internal Auditor with results being reported to the Audit & Risk Sub-Committee.

6.4 If any significant or exceptional issues arise these will be dealt with by the Chief Executive who will report such matters to Committee. Any matter which demonstrates a serious failure of internal controls should also be reported immediately to the Chief Executive.

7. Complaints and Appeals about the Policy

We welcome complaints and other feedback and use this in order to improve our service to tenants. We use a complaint handling procedure that was developed for housing associations throughout Scotland. This complaint system was developed by the Scottish Public Services Ombudsman.

In line with housing law, we provide all tenants with detailed information about our complaint policy when they become tenants. We also advise all service users about their right to complain and how to complain.

8. Anti- Bribery

8.1 We are committed to the highest standards of ethical conduct and integrity in all our activities and, in order to ensure compliance with the Bribery Act 2010, we have introduced an Anti-Bribery policy and procedures. These must be adhered to by all employees, Board Members and associated persons or organisations acting for or on our behalf when undertaking any actions referred to in this policy.

9. Review

- 9.1 This policy will be reviewed every 3 years unless key changes are required earlier to comply with legislation, guidance, or new learning.
- 9.2 As part of this review, consultation will take place with staff and customers to ensure that operational issues and the opinions of customers are considered.
- 9.3 The effectiveness of accompanying procedures and guidance will be monitored on a regular basis and, where applicable, amended as required operationally; or to reflect legislative changes.
- 9.4 Where references are made to specific job titles, roles, groups or committees, such references shall be deemed to include any changes or amendments to these job titles, roles, groups, or committees resulting from any restructuring or organisational changes made between policy reviews.

10. Appendices

Appendix 1: New Tenancy Decoration Allowances where property requires redecoration in order to achieve lettable standard

Room/ Size of property	Maximum amount
Livingroom	£70
Kitchen	£40
Kitchen Diner	£65
Living/Kitchen	£95
Dining Room	£40
Single Bedroom	£40
Double Bedroom	£55
Bathroom	£40
Additional WC	£25
Hall	£45
Hall/Stair/Landing	£70
1 Bedroom Max Amount	£200
2 Bedroom	£250
3 Bedroom	£300
4 Bedroom	£350
5 Bedroom	£400

Appendix 1A : Decant payments

Item	Responsibility for payment	Amount
Accommodation Costs	MHA	Reasonable
Meal Allowance in hotel accommodation	MHA	£20 per adult per day £15 per child per day
Costs to and from Accommodation on day of moving	MHA	Reasonable fares (taxi, bus)
All other costs	Tenant	
Damage to hotel or temporary accommodation	Tenant	

Appendix 2: Discretionary Payments in Exceptional Circumstances

	Circumstance	Payment
1.	Damage to decoration or flooring after responsive repair or planned work	£50*
3.	Temporary dehumidifiers	Based on meter readings and reasonable usage figures.
4.	Failure in service	£50*
5.	Increased fuel usage	Based on meter readings and the following reasonable usage figures.
Average Dual Fuel Bill		
	Monthly Bill	Quarterly Bill
1 or 2 bed house/flat	£102	£306
3 or 4 bed house	£149	£447
5+ bed House	£211	£633
Average Electric Bill		
1 or 2 bed house/flat	£53	£159
3 or 4 bed house	£75	£225
5+ bed house	£108	£324
Average Gas Bill		
1 or 2 bed house/flat	£51	£153
3 or 4 bed house	£74	£222
5+ bed house	£102	£306
Figures from USwitch based on cheapest average standard tariff in the market multiplied by the price increase of 54% from 01/04/22		

*Senior Officers have the discretion to increase the payment amount to £100. Any higher amount requires approval from Finance & Corporate Services Manager or Chief Executive.

Payments can also be made where temporary electric heating has been used. The following table from the Centre for Sustainable Energy provides the guidelines for such payments:

	Typical heat output	Running cost per hour (standard meter)	Running cost per hour (Economy 7, night)	Running cost per hour (Economy 7, day)
Radiant bar fire	2 kW	43p	20p	56p
Halogen heater	1.2 kW	26p	12p	34p
Convactor heater	2 kW	43p	20p	56p
Fan heater	2 kW	43p	20p	56p
Oil-filled radiator	1.5 kW	32p	15p	0.41p

	Average energy usage	Running cost per hour	Running cost per hour (Economy 7, night)	Running cost per hour (Economy 7, day)
Dehumidifier	1.2kW per hour	26p	12p	56p

Appendix 3: Right to Compensation on Termination Of Tenancy For Qualifying Improvement Work And Notional Life

Item	Notional life in years
1. Bath or shower	12
2. Cavity wall insulation	20
3. Sound insulation	20
4. Double glazing or other external window replacement or secondary glazing	20
5. Draught proofing of external doors or windows	8
6. Insulation of pipes, water tank or cylinder	10
7. Installation of mechanical ventilation in bathrooms and kitchens	7
8. Kitchen sink	10
9. Loft insulation	20
10. Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20
11. Security measures other than burglar alarm systems	15
12. Space or water heating	12
13. Storage cupboards in bathroom or kitchen	10
14. Thermostatic radiator valves	7
15. Wash hand basin	12
16. Water closet	12
17. Work surfaces for food preparation	10

Appendix 4: Right to Repair Timescales

Type of Repair	Maxi No. of Working Days to Carry Out Repair
Blocked flue to open fire or boiler.	1
Blocked or leaking foul drains, soil stacks or toilet pans (where there is no other toilet in the house).	1
Blocked sink, bath or drain.	1
Loss or partial loss of electric power or gas supply.	1
Insecure external windows, doors, or locks.	1
Unsafe access to a path or step.	1
Significant leaking or flooding from water or heating pipe, tank or cistern.	1
Loss or partial loss of space or water heating (where there is no alternative).	1
Toilet not flushing where there is no other toilet in the house.	1
Unsafe power of lighting socket, or electrical fitting.	1
Loss or partial loss of water supply.	1 (full loss) 3 (partial loss).
Loose or detached banister or handrail.	3
Unsafe timber flooring or stair tread.	3
Mechanical extractor fan in a room with no external windows or doors.	7

Appendix 5: Re-let standard - Minimum Lettable Standard

Works	Minimum standard
General Cleanliness	<p>The property must be cleared of furniture and all contents belonging to the previous tenant, including curtains/blinds, damaged floor coverings, rubbish and any unwanted items.</p> <p>Kitchen and bathroom surfaces should be washed down and free from any marks or stains.</p> <p>Carpets and wooden/laminate floor coverings, curtains/ blind belonging to the former tenant may left in the property under the following circumstances:</p> <ul style="list-style-type: none"> • the incoming tenant has viewed the property and requested that these items are left. • carpets are deemed to be in an acceptable condition – i.e. they are well fitted and free from rucking, staining, significant signs of wear, fraying, and obvious discoloured or faded patches – and could be of use to an incoming tenant.
Decoration	<p>Internal decoration to walls, ceilings and woodwork/gloss work must be clean and generally not marked or damaged. Surfaces should be in good condition with only minor pre-painting repairs required.</p> <p>Where the standard of decoration in a property or an individual room is poor, we will offer the incoming tenant a decoration allowance.</p> <p>We will only redecorate in certain circumstances for example when there is substantial nicotine staining or to enhance our older properties.</p>
Skirtings and Facings	<p>Missing or badly damaged skirtings/facings should be replaced. If it is possible to repair them, they should be re-secured and filled where necessary.</p>
Floors	<p>All loose and missing floorboards must be re-secured/ replaced. Floor surfaces should be even to allow carpets to be laid.</p>
Windows	<p>All windows should be fully operational and checked for safety (e.g. restrictor locks in place and fully functional). Keys should be issued to tenants where window locks have been fitted.</p>
External/Exit Doors to Individual Properties	<p>All external/exit doors should be intact and functioning properly. They should be checked for security and draughts/water ingress.</p>

Internal Pass Doors	All pass doors should be intact and operating properly. Where living room and kitchen doors have door-closers installed, these should be fully operational.
Kitchen Units	All kitchen units must be fully operational: <ul style="list-style-type: none"> • Hinges should be replaced/adjusted where necessary. • Damaged drawers and doors should be replaced. • Worktops damaged as a result of burning or water ingress should be replaced. Where replacement doors/drawers/worktops are necessary, these should be matched to the current ones already in place.
Electrics	All electrics, including any stand-alone electric heating system, must be checked and a Periodic Inspection Report certificate issued to the new tenant, copy kept by MHA. Alterations to the electric system clearly undertaken by the previous tenant must be removed unless the compliance certificate covers them. Any alterations which comply and are retained will become the responsibility of MHA.
Gas	All properties with gas central heating must have a full gas safety check undertaken and compliance certificate issued to new tenant, copy kept by MHA.
Water Supply	Between October and April, or during severe cold spells, the following action may be appropriate: <ul style="list-style-type: none"> • the property will be kept heated at our cost • or stopcocks will be shut off and the water supply drained down.
Smoke Alarm	Smoke alarm(s) should be tested as part of the electric safety check.
Medical Adaptations	All hard fixed medical adaptations should be inspected to ensure that they are fully operational. Arrangements should be made with the Social Work Department or other relevant agency for the removal of any portable appliances.
Alterations	Alterations and improvements carried out by the previous tenancy may be left, depending on the type and quality of the alteration. The incoming tenant may be asked to agree to take on the maintenance of an alteration.

Garden Areas	Gardens attached to the property should be cleared of rubbish and, in the growing season, the grass cut as a one-off after the tenant moves in. Boundary fencing and gates provided by MHA will be in a sound condition and free from defects that may cause injury. Fencing installed by a former tenant which is in good condition may be left and the new tenant advised that maintenance is their responsibility.
Keys	At least 2 full sets of keys will be provided
Utilities	Stopcocks and utility supplies will be clearly labelled
Bathroom Suite	Bathroom suite should free from chips/cracks.
Shower Unit	Any instantaneous electric shower will be tested as part of the electric check. Shower must have a screen or shower curtain rail.

Appendix 6 - Fixtures and fittings Disclaimer



Fixtures and Fittings Disclaimer

Name:

Address:

The following items were left in your new home by the previous tenants and were not provided by Muirhouse Housing Association;

- 1
- 2
- 3
- 4
- 5

You have confirmed that you are happy to take full responsibility for the above items and you understand that Muirhouse Housing Association will not maintain or repair them.

If you change your mind, you have 7 days to ask us to remove these items. This removal will be carried out as a routine repair.

Signed: (by tenant)

Date:

Signed: (on behalf of Muirhouse Housing Association)

Date:

Appendix 7 – Tenant compensation form



REQUEST FOR COMPENSATION FOR TENANT

Name of tenant	
Address	
Tenant Key	
Tenant Email Address	
Amount of compensation requested	
Compensation to be paid to	
Account number	Sort Code
What is compensation for - Details	
Requested By –	
Date Requested -	
Approved by –	
Date Approved -	
Date compensation paid -	
Cheque Number/Bacs number	