

homefront

May 2018



New Developments

We are currently on site at Campbell's Farm, Phase 3, Broadford, with 24 affordable homes scheduled to complete in Autumn 2018.



Campbell's Farm, Phase 3, Broadford



Main Street, Kyle of Lochalsh

At Main Street, Kyle, the 13 flats for affordable rent, with retail and office space on the ground floor, are due to complete in February 2019.

We are due to start on site at Kyleakin Feus with 14 houses and flats in June 2018 and complete one year later.

Other projects for affordable rent due to commence during 2018, subject to tender approvals, are:-

Struan Road, Portree	12 flats
Northview, Struan Road, Portree	16 flats
Former Rapsons Garage site, Portree	17 flats
Hydro Site, Kyle of Lochalsh	5 flats
Uig	4 houses
Staffin	6 houses (2 for the Association)

You are invited to join us at our
Annual General Meeting
Monday 25 June 2018 at 7.00 pm in
Morrison House, Bayfield, Portree

A light buffet and refreshments will be available at the end of the meeting

Our annual Right to Repair letter is included in the following pages. This letter only applies to tenants with a Scottish Secure Tenancy, not Shared Owners/Mid Market Rent properties/Shared Equity properties or properties that we manage on behalf of other landlords. If you are unsure if you are eligible, please get in touch with us.

To All Tenants with Scottish Secure Tenancies

May 2018

Dear Tenant(s)



HOUSING (SCOTLAND) ACT 2001

The main purpose of this letter is to explain two rights introduced in the above Act, the Right to Repair and the Right to Compensation for Improvements.

Right to Repair

Enclosed at Appendix A you will find a "List of Qualifying Repairs". This corresponds with the schedule of qualifying repairs in the Right to Repair Housing (Scotland) Act 2001.

You will notice that a maximum time in days has been allocated to each repair. Only the repairs defined on this list are qualifying repairs. All these repairs will normally have a value of less than £350.

When you report a repair you will be told:

- If the repair is a qualifying repair.
- The date by which the repair will be completed.
- Which contractor has been allocated the work.
- What your rights are under the Right to Repair scheme.

The time period for each repair is set by law, and cannot be varied except in exceptional circumstances, such as severe weather conditions; or if parts require to be ordered to complete the repair; or if further work is required to enable the repair to be completed. In the event that the work is delayed for any of the above reasons, the tenant will be informed of a new completion date.

If the nominated contractor does not start the work within the allotted time, you may select a second nominated contractor from the Association's List of Approved Contractors.

You may be due compensation (subject to certain circumstances - see above) if:

- The original contractor has not started work within the allotted time.
- The original contractor has started, but not completed the work, within the allotted time and no extension of original completion time has been notified.
- The second contractor has not completed the work within the allotted time.

Continued overleaf/...

When you nominate the second contractor, they must contact us to confirm the new arrangements. You will then be advised of the new completion date of the work.

If you fail to fulfil any appointments with a contractor to carry out the works, the whole process must begin again.

The Right to Compensation for Improvements

You will also find enclosed Appendix B headed "Schedule of Qualifying Improvements". This list details the improvements that may qualify for compensation.

The main points to consider before applying for compensation are as follows:

- ❑ You must apply in writing to the Association and obtain permission to carry out any improvement.
- ❑ In the event of permission to carry out an improvement being refused, you have the right to appeal to the sheriff court.
- ❑ To be considered for compensation you must apply in the period 28 days before your tenancy ends and no later than 21 days after your tenancy ends.
- ❑ You must be able to provide evidence of the cost of the improvement and the date the improvement was started and completed.
- ❑ The maximum amount that can be paid is £4,000 and, if the amount of compensation would be less than £100, no compensation will be paid.
- ❑ The amount of compensation paid will be based on the original cost of the improvement, the amount of years since the work was completed and the nominal life of the improvement.

If you have any further queries, please do not hesitate to contact me.

Yours sincerely

Calum MacPhee

Calum MacPhee
TECHNICAL MANAGER

Please see over....

Appendix 1

LIST OF QUALIFYING REPAIRS AND THE MAXIMUM TIME FOR COMPLETION

DEFECT	Maximum Period in working days from date immediately following the date of notification of qualifying Repair or Inspection
Blocked flue to open fire or boiler	1 day
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1 day
Blocked sink, bath or drain	1 day
Loss of electric power	1 day
Partial loss of electric power	3 days
Insecure external window, door or lock	1 day
Unsafe access path or step	1 day
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1 day
Loss or partial loss of gas supply	1 day
Loss or partial loss of space or water heating where no alternative heating is available	1 day
Toilet not flushing where there is no other toilet in the house	1 day
Unsafe power or lighting socket or electrical fitting	1 day
Loss of water supply	1 day
Partial loss of water supply	3 days
Loose or detached banister or hand rail	3 days
Unsafe timber flooring or stair treads	3 days
Mechanical extractor fan in internal kitchen or bathroom not working where no other means of ventilation exists	7 days

Continued overleaf/

LIST OF IMPROVEMENTS WHICH COMPENSATION MAY BE CLAIMED FOR

You can only claim compensation for certain improvements which were started **on or after 30 September 2002**. These include installing, replacing or fitting:

- a bath or shower;
- cavity wall insulation;
- sound insulation;
- double glazing, replacing external windows or fitting secondary glazing;
- draught-proofing external doors or windows;
- pipes, water tanks or cylinders;
- a kitchen sink;
- loft insulation;
- rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors);
- security measures other than burglar alarms;
- space or water heating;
- storage cupboards in a bathroom or kitchen;
- thermostatic radiator valves;
- a hand-wash basin;
- a toilet;
- a work surface for preparing food; and
- mechanical ventilation in bathrooms and kitchens.

Housing Benefit and Universal Credit

If you wish to make a **new claim for benefits to help with paying rent** you may now have to claim **Universal Credit (UC) instead of Housing Benefit** (subject to some exclusions).

If you are single, a couple, or a family (with 1 or 2 children) and of working age, new claims to the following benefits will not normally be accepted:

Housing Benefit	Working Tax Credit	Child Tax Credit
Income-based Jobseeker's Allowance (JSA)	Income-related Employment and Support Allowance (ESA)	Income Support

Already claiming any of the above benefits? You may not be affected straight away unless you have a change of circumstances. The DWP plan to contact you in future to change your claims to Universal Credit (probably starting from 2019).

Universal Credit is designed to be claimed and managed by you online, so you will need to have an online Universal account with the DWP.

Universal Credit is usually paid monthly in arrears into your bank account and you will normally receive your first payment about 5½ weeks after you make your claim. Make sure you have a suitable bank account to receive and make payments as you will need to arrange to pay rent from your bank account (see below).

Already claiming Universal Credit?

If you are claiming Universal Credit, please check on your Universal Credit online account that your housing costs have been updated with your increased rent amount on your most recent payment statement. If the amount is not correct, please contact us for advice and assistance.

Scottish Choices - choosing direct payment of Universal Credit to your landlord

If you get help with your rent, this will normally be included in the Universal Credit payment sent to you by the DWP, so you'll need to pay your rent to Lochalsh & Skye Housing Association yourself. You will also be offered "Scottish Choices".

"Scottish Choices" mean you can choose:-
to have any housing costs awarded to be paid by the DWP direct to your landlord (but see below).
and/or
to split your payments so you receive Universal Credit twice a month.

What happens if I choose to have my Universal Credit housing costs paid direct to my **landlord?** Even if you choose to have your housing costs paid direct to your landlord it can take several weeks after the money is taken from your Universal Credit payment before it is paid to your landlord. In the meantime, you are still responsible for any rent due and any arrears.

If you choose a direct payment to your landlord it may mean that you go further into rent arrears than you were expecting. Please contact us as soon as possible if you are considering choosing this option.

What happens if I also choose to have my Universal Credit paid twice a month? Even if you are paid twice a month, your landlord will still only receive one payment which may be delayed (see above). Your UC payment statement will show your monthly award, not the twice monthly payments.

Should you have any questions about Universal Credit, please contact our Tenant Adviser on 01478 612035 or visit www.gov.uk or www.moneyadvice.service.org.uk

Dog Fouling and Grass Cutting in Communal Areas

The Association's Tenancy Agreement includes the following conditions on the keeping of pets (Section 2.5):-

“Any animal kept by the tenant must be kept under supervision and control and the tenant must ensure that it does not cause nuisance to neighbours or deterioration of the house, common areas or the vicinity of the house (this includes fouling or noise or smell from your domestic pet);

To be responsible for cleaning up dog or other animal faeces.”

Many dog owners are responsible and always clean up after their pets. However, it is unacceptable



that some owners still allow their pets to foul in gardens and public areas.

This is an offence which incurs a fixed penalty fine of £80, issued by The Highland Council or police officers.

The Highland Council supply dog waste disposal bags free of charge, and these can be collected from Highland Council Service Points.

Our Estates Management staff are now starting their Spring/Summer grass cutting schedule. Communal areas which have suffered dog fouling will not be cut until they have been cleared. Please make sure that you always clean up after your pet.



John Cunningham and Richard Stridgeon
Estates Management Staff

Tenants who have a complaint about dog fouling should write to the Association and provide details. This will allow us to provide information to The Highland Council dog warden service who can take enforcement action.

Rent Consultation

In the previous edition of Homefront, we invited all our tenants to comment on our proposals for rent and service charge levels for 2018/2019.

Following the conclusion of the consultation exercise, our Management Committee agreed that the proposed 4% increase should be applied from 1 April 2018.

Please remember that if you are on a low income, your income drops (perhaps because of seasonal work) or a member of your household leaves, you may be eligible to claim Housing Benefit or Universal Credit to pay all or part of your rent.

If you think that you may be eligible to claim, don't delay.

For further information, please contact Janet Masson, Linda Shaw or Alex Macleod on 01478 612035.

Storage of Items in Communal Areas

We would like to remind all tenants occupying flatted developments of the need to keep communal areas clear of rubbish bags, cycles, prams/pushchairs or any other items to ensure that there are no obstructions in the event of any emergency.

Our staff will notify tenants when items must be moved. If they are not moved before their next cleaning visit, they will be removed by the Association. This policy will be enforced without exception.

Additionally, fire doors or main entrance doors in some communal areas are often found to be wedged open. We would ask that residents refrain from this practice in the interests of the safety and security of all occupiers of the properties. Your co-operation in these matters is greatly appreciated.



£25 Million Housing Boost for Skye & Lochalsh

The Association's Management Committee have approved the new 5 year Business Plan which will result in up to 200 new houses being built by the Association across the area by 2023.

Forty four of the properties are already under construction or being purchased and a further seventy houses and flats will start on site during 2018. The anticipated cost of the development programme is in the region of £25 million.

The announcement was made on 6 March 2018 by the Association's Chief Executive, Lachie MacDonald, who said:-

"This is a massive and unprecedented investment in Skye and Lochalsh and, in addition to being excellent news for jobs in the construction industry, it demonstrates our commitment to meeting the housing needs of individuals and families in the area as quickly as possible. We believe that the best approach to dealing with housing need pressures is to increase the supply of housing and our development programme will certainly achieve that aim.

We very much welcome the tremendous support and backing we are receiving from The

Scottish Government, Highland Council and our lenders which we believe will allow us to achieve our ambition of eliminating homelessness in Skye and Lochalsh. We will be providing new affordable rented homes for those in priority need including those affected by overcrowding, damp, temporary and poorly repaired properties."

The Association's Business Plan also includes a commitment to partnership working with NHS Highland and other organisations working in the care sector to meet their specific housing needs. In addition, the Association's highly successful Handyman, Care and Repair and Energy Advice Services will continue to be fully supported by the Association.



Campbell's Farm, Phase 3, Broadford

Management Committee Members Required

Lochalsh & Skye Housing Association is the major provider of affordable housing in Skye and Lochalsh and we provide a range of other services including Handyman, Energy Advice and Care and Repair.

We are looking for volunteers to join our Management Committee which includes members from a variety of backgrounds and with a wide range of skills and experience. An interest in housing or social care is desirable.

This is a great opportunity to get involved with a local community-based organisation which is committed to meeting the needs of a variety of clients whilst providing excellent customer service.

This is a voluntary and unpaid position, but all reasonable out of pocket expenses are paid.

For further information and an Information Pack, please contact Marion Douglas, Corporate Services Manager, on 01478 612035.

If you would like to receive this document in another format or language, please contact us on 01478 612035 or e-mail: info@LSHA.co.uk and we will forward a copy to you.



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