



RIGHT TO REPAIR POLICY

Date of Meeting: January 2018

Review Date: January 2021

CONTENTS

PAGE

1.	Introduction	3
2.	Aims and Objectives	3
3.	Delegation of Responsibility	3
4.	Obligations	3
5.	Confirmation of Repair	3
6.	Qualifying Repairs	4
7.	Compensation Arrangements	4
8.	Exclusions	5
9.	Amount Payable	5
10.	Payment Arrangements	5
11.	Standards	6
12.	Equal Opportunities Policy	6
13.	Role of Committee	6
14.	Arbitration and Complaints	6
15.	Review of Policy	6

APPENDICES

1. Right to Repair – Housing (Scotland) Act 2001 – Letter for new Tenants
2. Right to Repair Letter sent out with the Repairs Work Order
2. Right to Repair Information for Tenants Leaflet.

1. INTRODUCTION

- 1.1 This policy is to clarify for tenants, staff, Committee and Contractors, the qualifying criteria for compensation to tenants under the Right To Repair Scheme undertaken by Calvay Housing Association in accordance with the Housing (Scotland) Act 2001.

2. AIMS AND OBJECTIVES

- 2.1 The principle aim of the policy is to promote the highest possible standard of reactive maintenance service to the Association's tenants with the additional safeguard of tenants possibly qualifying for a financial compensation payment where that service does not fully comply with the agreed legislation.

3. DELEGATION OF RESPONSIBILITY

- 3.1 The maintenance function of the Association falls within the remit of the Property Services Department. The key staff members are the Property Services Manager, Property Services Officer and Assistants (Maintenance).

4. OBLIGATIONS

- 4.1 Tenants can expect the following repair response times (as detailed below) in accordance with the Scottish Secure Tenancy (Right to Repair) (Scotland) Regulations 2002 which came into force on 30th September 2002.
- 4.2 All new tenants will be advised of their Right to Repair when signing their tenancy agreement and will be given an Information Leaflet explaining the legislative and practical measures involved. (See Appendix 1)

5. CONFIRMATION OF REPAIR

- 5.1 When a repair is received, the Association will advise the reporter if the repair is a qualifying repair under the scheme.
- 5.2 If the repair qualifies, the Association will confirm: -
- (i) the maximum time allowed to carry out the repair
 - (ii) the last day of that period
 - (iii) the tenant's rights under the Right to Repair scheme
 - iv) the name and telephone number of the contractor carrying out the work
 - v) an alternative contractor and telephone number in the event of failure of the first contractor to complete the works.
- 5.3 Tenants will receive a copy of the Repair Order Form and Information for Right to Repair Letter, which will provide the information mentioned at 5.2. (See Appendix 2)

6. QUALIFYING REPAIRS & RESPONSE TIMES

Repair Description	Maximum Period in Working Days after Date of Notification of Qualifying Repair or Inspection
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stack or toilet pan where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electrical power	3
Insecure external window, door or lock	1
Unsafe access path/step	1
Leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or internal bathroom not working	7

7. COMPENSATION ARRANGEMENTS

Qualifying Persons

- 7.1 Compensation will only be payable to the person(s) who hold a valid tenancy agreement with Calvay Housing Association for the property affected by the repair.

Qualifying Repairs

- 7.2 Compensation will only be payable in instances of a repair valued to the maximum value of £350.00 and as categorised in Section 6 above.

Qualifying Contractors

- 7.3 Contractors will be made aware of qualifying repairs via the Association's Works Order and the Conditions of Contract that is signed by all contractors as a prerequisite of being included on the approved list.

8. EXCLUSIONS

8.1 The following circumstances will be excluded from compensation: -

- (i) Repairs within a property's Defects Liability Period that are the responsibility of the Main Contractor
- (ii) Repairs that might involve an element of recharging to tenants
- (iii) Repairs that are not the Association's responsibility
- (iv) Where reasonable access was not afforded by the tenants
- (v) Where the repair was made safe whilst awaiting materials or specialist components
- (vi) Where the Association has affected a temporary repair within the agreed response time to prevent the immediate threat to the tenant's health, safety or security
- (vii) In exceptional weather conditions which affect the health & safety of persons carrying out repairs
- (viii) If the value of the repair exceeds £350.00

9. AMOUNT PAYABLE

9.1 Notwithstanding the exclusions stated in Section 8 above, tenants will be eligible for compensation if the recorded repair is not completed within the response time as noted in Section 6.

9.2 The amount of compensation to be paid to the tenant shall be a flat rate payment of £15.00 for each repair. The second contractor will have the same length of time to carry out the repair as the first contractor. If this has not been carried out within the time limit set, the tenant will be entitled to another compensation payment of £3.00 for each working day until the repair has been completed. This amount can add up to a maximum compensation payment of £100.00 for any one repair.

9.3 If the first contractor eventually carries out the repair but beyond the target period, the tenant will still be entitled to the £15.00 flat rate compensation payment.

10. PAYMENT ARRANGEMENTS

10.1 The Association will advise tenants annually in one of its newsletters, and on the Association's website, of the claiming procedure and the following response times will be adopted. A copy of the Tenants Leaflet to be included in the newsletter is attached at Appendix 3

- (i) Tenant must claim in writing to the Association within 28 days of the contractors' failure to meet the repair response target

- (ii) Payment of compensation or written explanation of exclusion will be issued to the tenant from the Association within 28 days of receipt of claim.
- (iii) Tenants who are in arrears of any payments due to the Association will not be excluded from the scheme, but a valid compensation payment may be credited to their account with the prior written agreement of the tenant.
- (iv) The Association will pay the due compensation to the tenant and recover the full amount from the contractor(s) who failed to meet the target response.

11. STANDARDS

11.1 This policy has been drafted to take into account the following documents: -

- (i) Housing (Scotland) Act 2001
- (ii) The Scottish Secure Tenancy Agreement

12. EQUAL OPPORTUNITIES POLICY

12.1 The Association will have regard to its Equal Opportunities Policy in all aspects associated with the Right to Repair.

13. ROLE OF THE COMMITTEE

13.1 The role of the Committee in regard to the Right to Repair Policy will be to:-

- (i) consider and review the policy and procedures
- (ii) monitor performance
- (iii) deal with complaints in accordance with the Complaints Policy

14. ARBITRATION AND COMPLAINTS

14.1 Tenants who are dissatisfied with the outcome of any aspect of the scheme are advised to use the Association's Complaints Policy and Procedure.

14.2 Final recourse can be made to the Public Services Ombudsman for Scotland, the contact information for whom can be supplied by the Association.

15. REVIEW OF POLICY

15.1 This policy will be reviewed 3 years from date of approval, or earlier if the need arises as a result of changes in legislation or good practice.



Dear

HOUSING (SCOTLAND) ACT 2002 – RIGHT TO REPAIR

The Housing (Scotland) Act 2001 introduced a new right to repair scheme that comes into effect on 30th September 2002. The details of this and how it will operate are noted below.

THE SCHEME

- Not all repairs qualify for this scheme. It only applies to 'qualifying repairs', up to a maximum value of £350, as decided by the Scottish Executive. (See attached list)
- The Scottish Executive has set timescales within which work must have started on such 'qualifying repairs'.
- If the named Contractor has not started work on your repair by the target completion date, you are entitled to contact a second named Contractor and to instruct them to carry out the work.
- Compensation will be paid to you if a 'qualifying repair' has not been completed within the target response time.
- Current levels of compensation are: £15, plus £3 per day for every day after the last day on which the repair should have been completed – subject to a maximum amount of £100.
- Compensation is not paid where you have failed to provide access, despite having been given reasonable opportunity to do so.
- The time for completing the repair may be suspended if there are circumstances out with the control of the Association or the Contractor, which prevent the repair from being carried out. We shall advise you if such circumstances arise.

HOW WILL I KNOW IF A REPAIR I REPORT IS A QUALIFYING REPAIR?

- As soon as you report a repair to the office you will be advised as to whether or not it is a qualifying repair. We may have to inspect the property first.
- We will make arrangements for access with you and will provide you with details of:
 - The maximum period within which the repairs is to be completed
 - The last day of that period
 - The name and address and telephone number of the first contractor and at least one other contractor
 - The last day of that period
 - The name and address and telephone number of the first contractor and at least one other contractor

As stated above, if the primary contractor does not attend the job by the last date in the time allowed, the tenant can instruct the second Contractor to do the work.

However, we ask that the Tenant always contact the office first.

If you would like to discuss this scheme further, or if you require any further information, please do not hesitate to contact the office.

Yours sincerely

Dear

RIGHT TO REPAIR SCHEME – ORDER NO:

Under the Housing (Scotland) Act 2001, Scottish Secure Tenants have the right to have certain repairs carried out by their landlord within a given timescale. These are called qualifying repairs and the timescales are set by law, not by your landlord. The attached repair order is a qualifying repair covered by the Right to Repair Scheme.

Date Reported: **DATE**

Date Inspected (if applicable): **DATE**

Date and Time Should be Attended to: **DATE** **TIME**

The contractor who has been instructed to deal with your repair is:-

NAME OF CONTRACTOR **CONTRACTOR'S TEL NO**

If the above contractor does not attend to the repair by the above date please contact the Association's offices immediately.

Alternatively, you can contact our second named contractor:-

NAME OF SECOND CONTRACTOR **CONTRACTOR TEL NO**

You must only contact this contractor if the first contractor has not attended the repair by the date and time given above. If you instruct the second contractor before this date and time, you will be recharged the cost of the repair.

I trust this clarifies the situation, but if you would like to discuss any of the above further, please do not hesitate to contact the Association.

Yours sincerely

(Tenant Leaflet)

Right To Repair

HOUSING (SCOTLAND) ACT 2001 – RIGHT TO REPAIR

From 30th September 2002, under the Housing (Scotland) Act 2001, Scottish Secure Tenants and Short Scottish Secure Tenants have the right to have certain repairs carried out by their landlord within a given timescale. These are called qualifying repairs and the timescales are set by law, not by your landlord.

1. If the repair you report is a qualifying repair under the Right to Repair Scheme, you will be advised of this and of the date when the repair must be completed.
2. If the Contractor named on your job line has not started work on your repair by the target completion date, you may be entitled to compensation.
3. Compensation may also be paid to you if the qualifying repair has not been completed within the target response time.
4. Current levels of compensation are: £15, plus £3 per day for every day after the last day on which the repair should have been completed – subject to a maximum amount of £100.
5. Compensation will not be paid where you have failed to provide access, despite having been given reasonable opportunity to do so.
6. If there are circumstances out with the control of the Association or the Contractor, which prevent the repair from being carried out within the maximum time, (e.g. severe weather or where the repair was made good while awaiting materials or specialist components), the time for completing the repair may be extended. We will advise you if such circumstances arise.
7. If your repair has not been completed by the date stated above, you may contact a second named Contractor and instruct them to carry out the work, unless points 5 or 6 apply. Details of the second contractor will be included on the letter we send you.

.....
**HOWEVER, YOU SHOULD ALWAYS CONTACT THE OFFICE FIRST AND
MAKE SURE YOU ADVISE US IF YOU CALL THE SECOND CONTRACTOR.**

If you would like to discuss this scheme further, or if you require any further information, please do not hesitate to contact the office at:-

CALVAY HOUSING ASSOCIATION LTD
THE CALVAY CENTRE
16 CALVAY ROAD
BARLANARK
GLASGOW G33 4RE

Tel: 0141 771 7722 or email: enquiries@calvay.org.uk

QUALIFYING REPAIRS & MAXIMUM RESPONSE TIMES

Repair Description	Maximum Period in Working Days after Date of Notification of Qualifying Repair or Inspection
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stack or toilet pan where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electrical power	3
Insecure external window, door or lock	1
Unsafe access path/step	1
Leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or internal bathroom not working	7

NB: CERTAIN CIRCUMSTANCES EXCLUDED FROM COMPENSATION

1. Repairs within a property's Defects Liability Period that are the responsibility of the main contractor.
2. Repairs that might involve an element of recharging to tenants.
3. Repairs that are not the Association's responsibility.
4. Where reasonable access was not given by the tenant.
5. Where the maximum response time had to be extended for reasons outwith the Association's or the contractor's control.
6. If the value of the repair exceeds £350.00.