



RIGHT TO REPAIR POLICY

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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) Information is also included in the Tenants' Handbook, a copy of which is given to all new tenants.

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 pre-requisite of being included on the Reactive Maintenance Contractors' Framework.

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) Reasonable access was not afforded by the tenants
- (v) The repair was made safe whilst awaiting materials or specialist components
- (vi) The Association has effected 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 regularly via our 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. CONFIDENTIALITY AND DATA PROTECTION

15.1 The Association will ensure that we meet the requirements of the General Data Protection Regulations 2018. All information provided by customers in relation to this policy will be treated with the strictest of confidence and will not be disclosed to any third party without the express permission of the person concerned.

16. REVIEW OF POLICY

16.1 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.

The Right to Repair **Housing (Scotland) Act 2001**

Important

This is only a general guide it is not a complete statement of the law. If you want to know more about your rights, you should get advice from a solicitor or your local citizen's advice bureau. We may also be able to assist you should you require further information.

What is the Right to Repair?

From 30 September 2002, under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme.

The Right to Repair scheme applies to all tenants of local authorities, housing associations (including tenants who are members of fully mutual co-operative housing associations), and water and sewerage authorities.

What repairs come under the Right to Repair Scheme?

The scheme covers certain repairs up to the value of £350. These repairs are known as "qualifying repairs"

They include:

- Unsafe power or lighting sockets or electrical fittings.
- Loss or part loss of electric power.
- Loss or part loss of gas supply.
- A blocked flue to an open fire or boiler.
- External windows, doors or locks which are not secure.
- Loss or part loss of space or water heating if no other alternative heating.
- Toilets which do not flush, if there are no other toilet in the property.
- Blocked or leaking foul drains, soil stacks or toilet pans. If there is no other toilet in the property.
- A blocked sink, bath or basin
- Loss or part loss of water supply
- Significant leaking or flooring from water or heating pipe, tank or cistern.
- Unsafe rotten timber flooring or stair treads
- Unsafe access to a path or step.
- Loose or detached bannisters or handrails
- A broken mechanical extractor fan in a kitchen or bathroom which has no external window or door.



What happens when I report a repair?

We will advise you when you report the repair whether it is our responsibility and whether the repair is a "qualifying" repair under The Right to Repair Scheme. We may request to inspect your home to find out whether the repair is qualifying or not depending on how much information you can provide when reporting the repair. We will also provide you with a timescale that the repair should be completed within and a deadline date for the repair.

If you have a qualifying repair we will....

- Advise you of the maximum time allowed to carry out the repair.
- Tell you the last day of that period
- Explain your rights under the Right to Repair scheme
- Give you the name of the contractor who will be attending.
- Make access arrangements with you to get into your home to get the repair done.

How long should the repair take?

Repair times depend on the type of repair and can vary between 1-7 days.

If your toilet is not flushing, we usually have one working day to come and repair it. But we have three working days to mend a loose bannister rail and seven working days to mend a broken extractor fan in your bathroom or kitchen. These times are set by law, not by us.

Sometimes there may be circumstances which we or the contractor have no control over which makes it impossible to do the repair within the maximum time (for example, severe weather). In these circumstances we may need to make temporary arrangements and to extend the maximum time. If we are going to do this, we will let you know.

What happens if your repair is not done in time?

If our first contractor does not start the qualifying repair within the time limit set, you can ask another contractor from the our list to carry out the repair. You cannot use a contractor who is not on your our list. The other contractor will then tell us that you have asked them to carry out the repair. We will then pay you £15 compensation for the inconvenience. If the main contractor has started but not completed the repair within the maximum time, you will also be entitled to £15 compensation.

The other contractor has the same length of time to carry out the repair as the first contractor. If they do not carry out the repair within the time limit set, you will be entitled to another £3 compensation for each working day until the repair has been completed. This amount can add up to a maximum compensation payment of £100 for any one repair.

If the contractor cannot get into your home at the time you have agreed with us, your right to repair will be cancelled. You will then have to re-apply and start the process again.

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.