



***"Offering our community more than a home"***

## **Right to Repair Policy**

Housing Services Sub-Committee submission:	22 November 2022
Last Approved:	20 August 2019
Date Approved:	
Next Review date:	November 2025

### **CHA Objectives:**

- To provide quality, affordable housing that meets the changing needs of our customers and to ensure fair access to housing within our area.
- To manage the houses provided, in a professional and cost effective manner, for the benefit of our local community and the environment.
- To provide a first class maintenance service which offers value for money and ensures the comfort and safety of our residents while achieving high levels of satisfaction

### **Regulatory Standards:**

- The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these objectives.
- The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- The governing body bases its decision on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

***This policy can be made available on request in a variety of different formats, such as on tape, in large print and translated into other languages.***

## Introduction

The Scottish Secure Tenants (Right to Repair) Regulations 2002 contains provisions for a statutory Right to Repair scheme to cover the right of all tenants on a Scottish Secure Tenancy to have certain small urgent repairs carried out within given timescales. It also makes provision for compensation to be paid to the tenant should a qualifying repair not be completed, without good reason, within a maximum period.

## Qualifying Repairs

The following table lists the types of repairs considered to be qualifying repairs and the timescales within which they must be carried out.

REPAIR	Working days to complete (Maximum period)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks, or toilets where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Loss of water supply	1
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where there is no alternative heating available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket or electrical fitting	1
Partial loss of electric supply	3
Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

The following repairs are **excluded** from the scheme:

- Repairs which are not the Association's responsibility including repairs which might involve an element of recharging to tenants e.g., repair required because of damage caused by tenant
- Repairs exceeding £350 maximum amount payable by the Association
- Repairs within a property's defects liability period which are the responsibility of the contractor who built the property or where fixtures or materials are under guarantee.

## **Maximum Period**

The maximum period within which a qualifying repair is to be completed is detailed in the foregoing table.

Timescales start at 9 a.m. on the next working day following the day the repair is reported and will end at 5 p.m. on the end day.

The following conditions will have an effect on the operation of the scheme and tenants must be informed if there are any changes due to the criteria listed below:

- If we require to arrange an inspection to fully identify the repair, the timescale does not start until the day after the inspection has been carried out.
- If we cannot gain access to the property due to a tenant failing to provide access, timescales will be suspended. The tenant will then require to re-apply to start the process again.
- Difficulties with delivery of materials.
- Severe weather conditions
- Services can only be re-instated by a third party (e.g. Transco, Scottish Power)

## **Reporting a Repair**

When a repair is reported to the Association, the tenant will be advised if it is a qualifying repair. If the repair does qualify under 'Right to Repair' the tenant shall be advised of the following:

- If an inspection is required
- Of the maximum period allowed to carry out the repair
- The last day of that period
- Of their right under 'Right to Repair'
- Of the name, address and telephone number of a listed contractor (the 'primary contractor', who will be instructed to carry out the repair) and details of one other contractor (the 'secondary contractor').

Where the primary contractor has not started the qualifying repair by the last day of the maximum period, the tenant may instruct the secondary contractor to carry out the qualifying repair.

## **Issuing a Works Order for a Qualifying Repair**

The Association will inform the primary contractor:

- That the repair is required and that it is a qualifying repair

- Of the maximum time within which the qualifying repair is to be completed
- Of the last day of the maximum time
- Of the arrangements made for access

### **Instructing an alternative contractor**

Secondary contractors should inform the Association on receipt of an instruction from a tenant. This should be as soon as instruction is received and no later than the commencement of the next working day.

A copy of the original works order will be sent to the secondary contractor and they will be advised of the 'new' maximum period for completion of the repair and the last day of that maximum period.

### **Compensation and Recharging**

Where the primary contractor has failed to carry out the qualifying repair by the last day of the maximum period, the Association will pay the tenant compensation. The total amount of compensation due to a tenant is calculated as follows:

- Where the primary contractor has failed to carry out the qualifying repair by the last day of the maximum period the Association will pay the tenant the sum of £15.00 compensation.
- Where the primary contractor has started but not completed the qualifying repair by the last day of the maximum period the Association will pay the tenant the sum of £15.00 compensation
- In addition the Association will pay the tenant £3.00 for every working day commencing on the day after the last day of the maximum period, up to and including the day on which the qualifying repair is completed by the secondary contractor.
- All are subject to a maximum amount of compensation of £100.00

The Association will make compensation payments without the tenant having to submit a claim.

The Association will re-coup any compensation payments it has to make from the contractor responsible for the delay.

Where a blockage, or other problem is found (on inspection or on repair) to be the fault of the tenant, the costs will be recharged to the tenant.

### **Contractors**

The Association will maintain a list of contractors who will carry out qualifying repairs. These contractors will be made fully aware of the expectations of them in regard to qualifying repairs and also that the Association will recover costs incurred under the scheme from them where appropriate.

### **Publication of the Scheme**

The Association will publicise the existence of the scheme to tenants at least once a year and this will normally be in the June edition of the ChitChat newsletter.

Details will also be available on the Association’s website and new tenants will be given information on the scheme at their tenancy sign-up.

### **Monitoring of the Scheme**

For each year, the Association will hold information on:

- How the scheme has be publicised
- The number of cases of failures, details of the repair, reasons for the failure and amounts of compensation awarded
- Any operational experiences, difficulties or disputes

This information will be collated by the Maintenance Manager and reported on to the Housing Management / Maintenance Sub-Committee on an annual basis.

### **Equal Opportunities**

Clydebank Housing Association will ensure equality of opportunity across the full range of our activities, including both employment and service provision.

We will not discriminate on the grounds of Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex, and Sexual Orientation.

## **For Office Use Only – Actions**

Customer Consultation Required/Arranged	No
Intranet Update	Yes
F Drive Update	Yes
Website Update	Yes
Leaflet change required?	No
Newsletter Promotion?	No
Other information updated, e.g. posters, automatic email responses, post cards, answering machine messages, etc.	No
Equality Impact Assessment completed	No