

Right to Repair Policy

1. Policy Statement

- 1.1 The Right to Repair Scheme was introduced on 30 September 2002, under the Housing (Scotland) Act 2001.
- 1.2 Scottish Secure Tenants and Short Scottish Secure Tenants of local authorities and housing associations 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.
- 1.3 The Right to Repair Scheme ensures that housing repairs (Emergency and Urgent Repairs) which could affect a person's health or safety are completed quickly. The repairs must cost less than £350 to qualify for the Right to Repair Scheme and the table below gives an overview of qualifying repairs and the targets in relation to target working days.

Qualifying Emergency/Urgent Repairs	Timescales
Unsafe power, lighting sockets or electrical fittings – ELECTRICIAN	1 day
Loss of electric power – ELECTRICIAN	1 day
Partial loss of electric power – ELECTRICIAN	3 day
Loss or part loss of gas supply – GAS SAFE ENGINEER/SCOTTISH GAS NETWORK	1 day
A blocked flue to an open fire or boiler – GAS SAFE ENGINEER	1 day
External windows, doors or locks which are not secure – JOINER	1 day
Loss or part loss of space or water heating if no alternative heating is available – GAS SAFE ENGINEER/PLUMBER/ELECTRICIAN	1 day
Toilets which do not flush (if there is no other toilet in the house) – PLUMBER/DRAINAGE CONTRACTOR	1 day
Blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house) – PLUMBER/DRAINAGE CONTRACTOR	1 day
A blocked sink, bath or basin – PLUMBER	1 day
Loss of water supply – SCOTTISH WATER	1 day
Partial loss of water supply – PLUMBER	3 days
Significant leaking or flooding from a water or heating pipe, tank or cistern – PLUMBER/JOINER	1 day
Unsafe rotten timber flooring or stair treads – JOINER	3 days
Unsafe access to a path or step – GROUND WORKER	1 day
Loose or detached banisters or handrails – JOINER	3 days
A broken mechanical extractor fan in a kitchen or bathroom which has no external window or door - ELECTRICIAN	7 days

2. Policy Aims and Objectives

- 2.1 The Association will adhere to the requirements of the Right to Repair Scheme defined in the Housing (Scotland) Act 2001 and shall have in place and publicise systems and methods of working that ensure full compliance with this. Staff members will be fully trained in implementing these and they will also be advised of the relevant statutory regulations governing the provisions of the scheme.
- 2.2 However, we may still need to inspect a tenant's home to ensure that the reported repair is a qualifying repair, and if deemed to be then we will advise them of the following:
- advise tenants the maximum time allowed to carry out the repair, as per the list of qualifying repairs above set by law;
 - advise tenants of the last day of that period;
 - explain tenants' rights under the Right to Repair Scheme;
 - give the tenant the name, address and phone number of our usual contractor and at least one other contractor as per above; and
 - make arrangements for access to tenant's home to carry out the repair.
- 2.3 There may be circumstances where the Association or our contractor has no control over, which make it impossible to do the repair within the maximum time (for example, Covid-19 pandemic restrictions or severe weather). In these circumstances we may need to make temporary arrangements and to extend the maximum time, or even be forced to suspend the Right to Repair scheme altogether.

3. Tenants' Rights

- 3.1 If the Association does not start the qualifying repair within the time limit set, tenants can instruct another contractor, the second contractor, from the list to carry out the repair and the Association is obliged to pay the tenant £15 compensation for the inconvenience. If the Association's main contractor has started but not completed the repair within the maximum time, tenants are also entitled to £15 compensation.
- 3.2 The other contractor has the same length of time to carry out the repair as the main contractor. If they do not carry out the repair within the time limit set, then tenants are 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.
- 3.3 If the other contractor is unavailable to carry out the repair then the Association's main contractor can then carry out the repair, but the tenant will still be entitled to the £15 compensation payment.
- 3.4 If the contractor cannot get into a tenant's home to either carry out an inspection or a repair at the time that has been agreed, the Right to Repair Scheme will not apply.
- 3.5 The Association is liable for paying for Right to Repair works, and if tenants instruct another contractor to carry out the repair, then the contractor should send the invoice direct to the Association.
- 3.6 In respect of any single qualifying repair, the Association is liable for paying for the work up to a maximum of £350. The maximum period shall start on the first working day after:
- the date of receipt of notification of the qualifying repair by the landlord; or
 - where the landlord inspects the house under regulation 8(a), the date of inspection.

3.7 If a tenant instructs another listed contractor to carry out the qualifying repair, as soon as the other listed contractor receives the instruction from the tenant, that contractor should inform the Association that it has been so instructed and shall be entitled on request to obtain a copy of the works order from the Association. The Association in turn should let the contractor know the number of working days in the maximum period.

4. Tenants' Compensation

4.1 Where the main contractor has failed to carry out the qualifying repair by the last day of the maximum period the Association is liable to pay the tenant £15 and £3 for every working day, ending with the day on which the qualifying repair is completed, subject to a maximum amount of compensation of £100.

4.2 Suspension of Maximum Period

The maximum period may be suspended if there are circumstances of an exceptional nature, beyond the control of the Association and / or the contractor who is to carry out the qualifying repair, which prevent the repair being carried out.

5. Procedure on Tenants Reporting Qualifying Repairs

5.1 When a tenant reports a repair, the Association will advise whether it is our responsibility and if it is a qualifying repair under the Right to Repair Scheme. The Association may need to raise a pre-Inspection to establish whether the repair is a qualifying repair or not.

5.2 If the repair does qualify under the scheme, the Association must advise the tenant the maximum time allowed to carry out the repair in line with the Right to Repair Scheme and our own Key Performance Indicators:

- Emergency; attend within 2 hours, make safe within 7 hours
- Urgent; contractor will attend within 3 days

5.3 Normally, the tenant is only eligible for compensation for the inconvenience if the repair is not completed by the second contractor within the time scale allowed for either an Emergency or an Urgent Repair. The second contractor has the same length of time to carry out the repair as the main contractor. If they do not carry out the repair within the time limit set, the tenant will be entitled to compensation at the rate of £15, plus £3 per day for each working day until the repair has been completed; subject to maximum compensation payment of £100 for any one repair.

6. Informing Tenants and Publicising the Right to Repair Scheme

6.1 The Association acknowledges the particular requirement to advise tenants in writing annually of the provisions of the Right to Repair Scheme and shall use its newsletter as the principal means of achieving this.

6.2 The Association shall make information about the scheme freely accessible and available to all tenants, and advise on an individual basis whenever the provisions of the scheme apply.

7. Maintaining Records

7.1 The Association shall maintain records which enable it to monitor and demonstrate compliance with the Right to Repair Scheme.

7.2 The Association shall maintain internal information systems which are based around ensuring effective monitoring, control and reporting of its repairs and maintenance activities and comprehensive records will be held.

8. Risk Management Statement

The risks associated with the Right to Repair Policy are comprehensively incorporated within Association's Risk Management Framework.

9. Equality and Diversity Statement

The protected characteristics enshrined in the Equality Act 2010 are respected when ensuring compliance with the Association's obligations in respect of the Right to Repair Policy.

10. Policy Monitoring and Review

10.1 The Maintenance Manager will monitor the implementation and operational effectiveness of the Right to Repair Policy.

10.2 The Association will regularly monitor good practice advice from the Scottish Housing Regulator and adopt such advice when formulating the review of the Right to Repair Policy.

10.3 The Right to Repair Policy will be reviewed every four years or as and when deemed necessary.