

RIGHT TO REPAIR POLICY

1.0 Introduction

The Scottish Secure Tenants (Right to Repair) Regulations 2002 contained provisions regarding the statutory Right to Repair scheme set out in the Housing (Scotland) Act 2001, Section 27. Under this Act association tenants have the right to have certain repairs carried out within a specific timescale. This is known as the Right to Repair.

2.0 Aims

The aim of this Policy is to enable the association to implement the Right to Repair legislation. The Policy reflects the association's commitment to ensuring that tenants receive an effective quality repairs service which complies with the relevant legislation.

3.0 Policy Objectives

The association will:

- Ensure tenants are made aware of the provisions of the Right to Repair legislation;
- Ensure the timescales specified for undertaking qualifying repair works as prescribed under the legislation (Appendix 1) are incorporated into current and future repair contracts;
- Ensure that all contractors carrying out repairs are fully aware of the requirements in regard to qualifying repairs including recovery of costs by the association from the contractor where appropriate;
- Monitor any failures to meet the terms of the scheme and ensure that tenants are compensated as appropriate under the terms of the legislation.

4.0 Amended Right to Repair Classifications

The association operates an enhanced service to tenants whereby target timescales for completion of qualifying repairs have been reduced (improved upon) compared to the statutory timescales.

The Scottish Secure Tenants (Right to Repair) Regulations will always take precedent over the association's Policy.

Compensation payable under the Right to Repair scheme will be calculated in accordance with the maximum period prescribed by the legislation.

The association revision to the statutory timescales is indicated in Appendix 1.

5.0 Definitions

For the purposes of interpretation of the Policy, the following definitions are provided:

“Maximum period” means the period (in working days) specified in Appendix 1.

“Working day” means a day which is not a Saturday or Sunday, Christmas Eve, Christmas Day, New Year’s Day, Good Friday, a bank holiday or any day on which the association is closed as a result of a national or local holiday.

6.0 Qualifying Repairs

“Qualifying Repairs” are those for which the association is both responsible for carrying out and meets the terms set out in the Right to Repair legislation, up to a value of £350.

Qualifying Repairs normally reflect the type of repair where a tenant’s health, safety or security may be in jeopardy.

The full list is attached as *Appendix 1*.

7.0 Exemptions

There are occasions when, although the repair may be designated as a Qualifying Repair they are exempt from the Scheme.

These include:

- a) Repairs which are not the responsibility of the association. For instance, those that are deemed to be rechargeable to the tenant;
- b) If the repair is anticipated to cost in excess of £350 e.g. where a replacement boiler is required;
- c) Where a tenant fails to provide reasonable access for the purpose of enabling the repair or the inspection to be carried out;
- d) Where a repair falls within a contractual defects liability period or guarantee period and requires to be undertaken by the development contractor, sub-contractor or other supplier;
- e) Repairs to communal parts of the building;
- f) Failure of utility supplies or equipment including gas, electricity or water;
- g) Threats to the safety of association staff or the Contractor’s operatives.

8.0 Instruction of Qualifying Repairs

Repair requests submitted by a tenant will be assessed to confirm if the Right to Repair scheme applies and the tenant advised accordingly.

Where necessary, an inspection will be completed to identify the full extent of the work required and to ascertain whether it is deemed to be a Qualifying Repair. In these circumstances, a Maintenance Officer will inspect and make an assessment prior to issue of a works order.

In the case of a possible emergency the Maintenance Officer will inspect on the same day as the repair request and where this is not possible, the works will be issued as emergency works without inspection to avoid delay.

The association will endeavor to alleviate inconvenience for households affected by loss of heating where possible through the issue of temporary space heaters.

Repairs staff will make arrangements for access and inform the tenant of the repair category issued for the work (Emergency or Urgent) together with the Right to Repair target in working days and the name of the Contractor appointed to complete the works.

9.0 Maximum Period

The maximum periods to respond to Qualifying Repair requests are listed in Appendix 1.

The maximum period starts from the first working day after:

- a) the date of notification of the Qualifying Repair, or
- b) the date an inspection is carried out establishing the status of a Qualifying Repair.

The end of each working day is deemed to be 5.00pm and 4.30pm on a Friday. For example, if a repair is reported before 5.00pm on a Monday the maximum time period will start on Monday, if the repair is to be completed within one day, the repair must be completed by 5pm on Tuesday.

10.0 List of Contractors

The association will maintain a list of contractors prepared to carry out Qualifying Repairs.

11.0 Instructing an Alternative Contractor

Where the appointed contractor has not commenced the Qualifying Repair by the last day of the maximum period the association may instruct an alternative contractor to carry out the Qualifying Repair.

12.0 Amount of Compensation

The total amount of compensation due to a tenant is calculated using the following formula:

- a) Where the primary contractor has failed to complete the Qualifying Repair by the last day of the maximum period, the association will pay the tenant £15.00 compensation.
- b) 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 £15.00 compensation.

- c) In addition to a) and b) above, the association will pay the tenant £3.00 compensation for every working day after the last day of the maximum period, up to and including the day on which the Qualifying Repair is completed.

Weekends and bank holidays are not deemed to be working days.

Any compensation paid to the tenant because of the above will not exceed £100.00.

The compensation is intended to reflect the inconvenience caused to the tenant as a result of this failure in service delivery.

The cost of the repair has no bearing on the level of compensation payable.

13.0 Suspension of the Maximum Period

The association may in certain circumstances suspend/extend the running of the maximum period. This can occur where exceptional circumstances beyond the control of the association or the contractor arise preventing/delaying the completion of the Qualifying Repair.

This could apply in the following circumstances:

- a) Genuine difficulty with the delivery of materials / components.
- b) Exceptional weather conditions.
- c) A shortage of specialist trades exists.

In such circumstances, the calculation of the maximum time will be suspended and the tenant advised when such suspension is in place.

14.0 Issuing Compensation Payments

Compensation payments will be issued automatically. The tenant does not need to apply.

The association reserves the right to withhold compensation from tenants with rent arrears and for the compensation to be credited to that tenants' rent account.

15.0 Financing any Compensation Payments

Where the failure in service was the fault of the contractor, the association will counter charge the contractor through the contract equal to the amount of the compensation payment.

Payments for cases that are not attributable to the primary contractor will be met from the reactive maintenance budget.

16.0 Disputes

Any disputes arising between the tenant and the association will be dealt with in accordance with the associations Complaints Procedure.

The Complaints Policy is available at the tenant's request.

17.0 Publication of the Scheme

The association will inform tenants in writing annually regarding the provisions of the scheme. This will be included in annual rent increase letter.

18.0 Equality and Diversity

Ayrshire Housing is committed to equal and fair treatment of all sections of the community. Accordingly, no person will be discriminated against during the implementation of this Policy on the groups of sex, marital status, family circumstances, race, ethnic or national origins, disability, age, religion, political or sexual orientation. In delivering this policy, Ayrshire Housing's staff and contractors will comply fully with the requirements of the association's Equality and Diversity Policy.

APPENDIX 1

Qualifying Repair	Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection	Ayrshire Housing Repair Classification
Blocked flue to open fire or boiler	1 day	Emergency
Blocked foul drain or soil stack	1 day	Emergency
Blocked toilet pan if no other working toilet in the house	1 day	Emergency
Leaking foul drain, soil stack or toilet pan	1 day	Emergency
Blocked sink, bath or drain	1 day	Emergency
Total loss of electric power	1 day	Emergency
Partial loss of electric power	3 days	Urgent
Insecure external window	1 day	Emergency
Insecure external door	1 day	Emergency
Insecure lock	1 day	Emergency
Unsafe access path or step	1 day	Emergency
Significant leaks / flooding from water / heating pipes, tanks / cisterns	1 day	Emergency
Loss or partial loss of gas supply	1 day	Emergency
Loss or partial loss of space or water heating where no alternative heating is available	1 day	Emergency
Toilet not flushing where no other toilet in the house	1 day	Emergency
Unsafe power or lighting socket or electrical fitting	1 day	Emergency
Loss of water supply	1 day	Emergency
Partial loss of water supply	3 days	Urgent
Loose or detached banister or handrail	3 days	Emergency
Unsafe timber flooring or stair treads	3 days	Emergency
Mechanical extractor fan in kitchen / bathroom not working (where there is no external window or door)	7 days	Urgent