



POLICY ON TENANTS' RIGHT TO REPAIR

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The information in this document is available in other languages or on tape/CD, in large print and also in Braille.

For details contact the Association on 0141 578 0200 or e-mail: admin@hillheadhousing.org

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HILLHEAD HOUSING ASSOCIATION 2000

RIGHT TO REPAIR

1. INTRODUCTION

- 1.1 This Policy is to enable the Association to implement Right to Repair Legislation. The Policy reflects the Association's commitment to ensuring tenants receive a quality repairs service whilst ensuring that the Association complies with the relevant legislation.
- 1.2 Specific entitlements to repairs and a Right to Repair Scheme are set out in Section 27 of the Housing (Scotland) Act 2001. Further details are set out in Scottish Statutory Instrument 2002-03 Number 316 – "Right to Repair".
- 1.3 The Policy should be read in conjunction with the attached Right to Repair Scheme Procedure Note which explains how and when the Scheme will be operated, repairs that constitute "Right to Repair" and compensation levels due under the Scheme.

2. POLICY OBJECTIVES

The Association will:

- Ensure tenants are made aware of the provisions of the Right to Repair Legislation
- Ensure the timescales specified for carrying out the works as prescribed in the Association's Tenants' Rights to Repair Scheme forming Appendix 1 are incorporated into any current and future Term Contracts for repairs
- Ensure that all contractors carrying out repairs are made fully aware of the expectations of them in regard to qualifying repairs
- Ensure all contractors are aware that the Association will recover costs incurred under the Scheme from them where appropriate
- Ensure appropriate deductions are made from contractors' accounts where appropriate
- Monitor any failures to meet the terms of the Scheme and take appropriate action
- Ensure that tenants are recompensed as appropriate under the terms of the legislation

3. IMPLEMENTATION

- 3.1 All relevant Contractors will be reminded of their responsibilities under this policy and the Association's Right to Repair Scheme
- 3.2 Non-term contractors will be asked to be the alternative contractor for Term contractors and formal agreements made to this effect

- 3.3 The Association's computerised repairs system will identify qualifying repairs
- 3.4 The Association's Term Contracts will identify qualifying repairs
- 3.5 Tenants will be advised in writing of the Scheme by letter/e mail or through the Association's Newsletter annually
- 3.6 Leaflets will advise whether repairs qualify under the Scheme and the tenants' rights if it does, the actions they should take in the event of the contractor failing to meet the timescale and contact details for the alternative contractor
- 3.8 Job orders will advise the contractor if the repair is a qualifying repair under the terms of the Scheme

4. RESPONSIBILITY

The Depute Director/Head of Assets will be responsible for ensuring that this policy is implemented, monitored and reviewed as required.

5. REVIEW

This policy will be reviewed every three years or earlier in line with legal, regulatory or best practice requirements.

RIGHT TO REPAIR SCHEME

PROCEDURE NOTE

1. INTRODUCTION

- 1.1 This Scheme details the rights of all the Association's tenants to have certain repairs carried out within prescribed timescales, the remedies they are entitled to in the event these timescales are not met and the procedures for implementing the Scheme.
- 1.2 This document forms part of and should be read in conjunction with the Association's Right to Repair Policy.
- 1.3 The Scheme is based on that set out in the Scottish Executive Guidance Note – The Housing (Scotland) Act 2001 – Scottish Secure & Short Scottish Secure Tenancy and Statutory Instrument 2002-03 No 316 "Right to Repair".

2. SCHEME OUTLINE

- 2.1 Certain specified small urgent repairs must be carried out within a prescribed timescale, failing which the tenant has the right to a flat rate compensation payment.
- 2.2 If the contractor fails to start the works of a qualifying repair within the prescribed timescale, the tenant has the right to instruct another contractor from the Association's list to carry out the works. Should the Association employ a Term contractor and there is no other alternative contractor provided by the Association, the original contractor will be liable for the additional daily compensation due.
- 2.3 In the event the alternative contractor also fails to meet the specified timescales, further compensation on a daily basis is payable.

3. QUALIFYING REPAIRS

A qualifying repair for the purposes of Section 27 of the Act is a repair to a property subject to a Scottish Secure Tenancy and a repair which is the responsibility of the Association. The maximum period for rectifying the repair shall start on the first working day after;

- The date the repair was notified to the Association OR

- The date of inspection where the Association carried out a pre-inspection under Regulation 8(a)
- 3.1 The Scheme covers certain repairs up to the value of £350 as outlined in the table at 3.2.
- 3.2 The list below sets out the types of repairs which, subject to 3.1 above, will be “qualifying repairs” and the timescales within which they must be carried out. “Days” refers to working days.

Qualifying Repair	Statutory Timescale	HHA 2000 Timetable
Blocked flue to open fire or boiler	1 day	1 day
Blocked foul drain or soil stack	1 day	1 day
Blocked toilet pan if no other working toilet in the house	1 day	1 day
Leaking foul drain, soil stack or toilet pan	1 day	1 day
Blocked sink, bath or drain	1 day	1 day
Total loss of electric power*	1 day	1 day
Partial loss of electric power*	3 days	3 days
Insecure external window, door or lock	1 day	1 day
Unsafe access path or step	1 day	1 day
Significant leaks/flooding from water/heating pipes, tanks/cisterns	1 day	1 day
Loss or partial loss of internal gas supply*	1 day	1 day
Loss or partial loss of central heating or water heating where no alternative heating is available	1 day	1 day
Toilet not flushing if no other working toilet in the house	1 day	1 day
Unsafe power or lighting socket or electrical fitting	1 day	1 day
Loss of water supply if not an external mains water problem	1 day	1 day
Partial loss of water supply*	3 days	3 days
Loose or detached banister or handrail	3 days	3 days
Unsafe timber flooring or stair treads	3 days	3 days
Mechanical extractor fan in kitchen/bathroom not working	7 days	7 days

- **Not applicable where problem is the responsibility of public utility company**

4. EXCEPTIONAL CIRCUMSTANCES

- 4.1 Where a contractor cannot carry out the works within the timescale for reasons outwith his control, or the Association cannot process the repair within the timescale for reasons outwith its control, it may be necessary to extend the maximum time allowed, provided the Association notifies the tenant of this and the reasons for the extension.
- 4.2 Exceptional circumstances include but are not exclusive to:
- Severe weather conditions
 - Epidemic
 - Failure of the tenant to provide access for inspection or execution of the works
 - Threats to the safety of the Association's staff or the contractor's operatives
 - Repairs that are reported out-of-hours that the Association has no knowledge of or has received no notification of from the contractor or tenant

5. NOTIFICATION OF QUALIFYING REPAIR

- 5.1 The tenant will be issued with a Tenant Satisfaction Questionnaire which will detail:
- The works to be carried out
 - The Contractor who has been instructed to carry out the work
 - The date by which the work should be completed
 - The job number
 - A letter on whether or not the job is a qualifying repair, and if so:
 - The circumstances under which the timescale may be extended
 - The actions which can be taken if the contractor does not complete the works on time
 - The name and contact details of the alternative contractor
 - The amount of compensation payable and how to claim
- 5.2 Job orders for qualifying repairs will not include non-qualifying repairs except where these are directly related to the qualifying repair, in which case the timescale for the whole job is that of the qualifying repair. Other non-qualifying jobs reported at the same time will be authorised on a different job order.

6. ALTERNATIVE CONTRACTORS

- 6.1 Where there is no alternative contractor available, the Association's Term Contractor will be appointed to carry out the repair.
- 6.2 The Association will provide tenants reporting qualifying repairs with the name, address and telephone number of the alternative contractor.
- 6.3 In the event that the Term contractor has not started the job by the last day of the maximum period allowable, the tenant has the right to instruct the alternative contractor to carry out the works.
- 6.4 The tenant may contact the alternative contractor directly to arrange the works but should advise the Association at the first opportunity thereafter. Alternatively the tenant may request the Association to arrange the alternative contractor to which that request shall not be denied.
- 6.5 The alternative contractor shall be required to advise the Association no later than the start of the next working day of any qualifying repair passed to him directly by the tenant.
- 6.6 The Association will issue a new works order to the alternative contractor. It is important to note that the timescale for the qualifying repair restarts from the date the alternative contractor is notified of the job and the alternative contractor is not required to carry out the works any quicker.

7. COMPENSATION

- 7.1 In the event that the first contractor fails to carry out the qualifying repair within the specified timescale and there are no exceptional circumstances applying to the job, the tenant shall be entitled to payment of the sum of £15 in compensation for the inconvenience suffered.
- 7.2 In the event that the first contractor starts the works but fails to complete within the timescale, they may continue to carry out the works, but the tenant will be entitled to a payment of £15 in compensation for the inconvenience.
- 7.3 In the event that the alternative contractor fails to meet their target, the tenant shall be entitled to a further payment of £3 for each day that the works extend beyond the end of the target timescale up to a maximum of £100 for any one qualifying repair.
- 7.4 Compensation shall be paid to the tenant without requirement for the tenant to make a claim.

- 7.5 Compensation shall be paid to the tenant by the Association and the costs incurred shall be recovered by the Association from the contractor that failed to attend within the prescribed timescales.
- 7.6 If the tenant is in arrears of rent or rechargeable repairs, any compensation payable will be offset against arrears.
- 7.7 All compensation resulting from a contractor's failure to meet the target timescales shall be recovered from that contractor by the Association.