

RUTHERGLEN AND CAMBUSLANG HOUSING
ASSOCIATION

POLICY: 30
Right to Repair

Policy History;	
First Publication	September 2002
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RIGHT TO REPAIR POLICY AND PROCEDURE

Scottish Statutory Instrument 2002 No. 316 The Scottish Secure Tenants (Right to Repair) Regulations 2002

Background

From the 30th September 2002, Scottish secure tenants under the Housing (Scotland) Act 2001, have the right to have certain small repairs carried out within a given timescale. The repairs that are included in this scheme are listed separately and do not exceed a maximum value of £350.00.

Rutherglen & Cambuslang Housing Association already has in place a policy and procedure covering response times for all different categories of repair, and in most cases our response time targets are more onerous than those set out in the new legislation.

The Policy

The Association shall incorporate the 'Right to Repair' legislation within our existing repair and response times.

Repairs that are specific to the new legislation are appended to this policy and will be known as 'Qualifying Repairs'.

When a 'qualifying repair' is reported to the Association, the maintenance staff will record the repair and implement the procedures in accordance with the regulations.

The Procedure

Entitlement

Tenants will be entitled to have a qualifying repair carried out subject to and in accordance with the regulations.

On reporting a qualifying repair the tenant shall be notified of their rights and be given a maximum completion time for the repair to be completed.

The tenant shall be entitled to contact a second contractor in the event of the first contractor failing to respond within the given timescale.

Landlords Responsibilities

- Record repair details and notify the tenant of maximum time allocated to carry out the repair. (The repair should be recorded as a 'qualifying repair' to enable an audit trail to be followed in the event of a claim)
- Arrange an inspection to be carried out by Association staff if required.
- Supply the tenant with the details of the contractor who will attend. (Primary Contractor)
- Briefly inform tenant of their rights under the right to repair scheme.
- Notify the tenant what action to take should the 'primary contractor' fail to attend.

- Supply the tenant with the name and contact details of a secondary contractor from our list to contact in the event of the primary contractor failing to respond within agreed time.
- To monitor qualifying repairs and administer compensation.
- The Association will on an annual basis notify the tenants of 'Right to Repair'

Tenants Responsibilities

- The tenant must give reasonable access to the contractor or Association staff to enable the qualifying repair to be inspected or carried out. Failure to provide reasonable access will result in the 'right to repair' being cancelled under the terms of the act.
- To notify the secondary contractor that the primary contractor has failed to respond within the given time and request the secondary contractor to carry out the qualifying repair. The tenant may request the Association to contact the secondary contractor on their behalf.

Contractors Responsibility

- The contractor shall undertake to complete all qualifying repairs within the given time scales.
- Notify the Association and the tenant of any potential delays.
- Where a qualifying repair is not completed within the maximum time allocated the contractor will be liable to reimburse the Association for any loss suffered or compensation paid.

Compensation

- Where the primary contractor has failed to carry out the qualifying repair by the last day of the period Rutherglen & Cambuslang H.A. will be liable to pay compensation in accordance with the regulations.
- The amount of compensation shall be the sum of: - £15.00 and £3.00 for every working day commencing on the day after the last day of the original agreed maximum period, and ending on the day the qualifying repair is completed.
- Subject to a maximum compensation of £100.
- Compensation shall not be paid if the circumstances for the delay are of an exceptional nature outwith the control of the Association or their contractors.

Conclusion

The Association shall operate within the parameters of the regulations, and endeavour to inform tenants of their rights under the act.

Information concerning the act will be distributed to all tenants annually via our maintenance newsletter.

Right to Repair - Qualifying Repairs

- 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 alternative heating is available;
- toilets which do not flush (if there is no other toilet in the house);
- blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house);
- a blocked sink, bath or basin;
- loss or part loss of water supply;
- significant leaking or flooding from a 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; and
- a broken mechanical extractor fan in a kitchen or bathroom which has no external window or door.