



## THE RIGHT TO REPAIR POLICY

<b>Policy Name</b>	The Right to Repair Policy		
<b>Policy Ref</b>	AM		
<b>Review Date</b>	November 2021		
<b>Next Review Date</b>	November 2024		
<b>Committee</b>	Service Delivery Sub Committee		
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<b>Internal Policy</b>		<b>To be published</b>	X

Angus Housing Association Limited Registered Charity Number SC020981

<b>Charter Outcome</b>	<b>Number(s)</b>
<b>The Customer/landlord relationship</b>	
<b>Housing quality and maintenance</b>	4. Quality of Housing 5. Repairs, Maintenance and Improvements
<b>Neighbourhood and community</b>	
<b>Access to housing and support</b>	
<b>Getting good value from rents and service charges</b>	13. Value for Money

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<b>Approval Date by Committee</b>	10 <sup>th</sup> November 2021
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### **Notes**

Policy drawn up with reference to  
The Scottish Secure Tenants (Right To Repair) (Scotland) Regulations 2002

### **Policy Development**

First Produced:  
Reviewed: March 2013  
Reviewed: April 2017  
Reviewed: November 2021

## **THE SCOTTISH SECURE TENANTS (RIGHT TO REPAIR) (SCOTLAND) REGULATIONS 2002**

### **1.0 Policy Statement**

It is the policy of Angus Housing Association to continue to provide a Right to Repair Scheme for all of our tenants. The Association will adhere to the provision of the Scottish Secure Tenants (Right to Repair) (Scotland) Regulations 2002.

### **2.0 Qualifying Repairs**

2.1 The scheme applies to all Angus tenants and provides them with the right to instruct qualifying repairs when their landlord has failed to carry them out within a specified period.

2.2 Qualifying repairs are those which are considered to be of particular concern to tenants and likely to cause distress if they are not carried out within a particular time. However they are limited to repairs up the value of £350.

2.4 The financial limit is one which determines a qualifying repair within the context of the scheme. Angus HA is still obliged to pay the full value of the work done by the contractor, if that subsequently exceeds £350 and irrespective of whether the cost is incurred by the original or the alternative contractor.

2.5 The types of repair and the timescales (working days) within which they require to be completed are shown at Annex 1. A working day is one which is not the Association's public holiday, a Saturday or a Sunday. Only those repairs stated in Annex 1 will qualify under the Right to Repair scheme.

2.6 The provisions of the Right to Repair scheme are not intended to revoke any existing arrangements that are in place to provide an emergency out of normal working hours response to repair requests.

2.7 The Right to Repair scheme has repair categories which differ slightly from those with which the Association operate, as follows:-

**RTR1** This will have a one day response requirement

**RTR2** This will have a three day response requirement

**RTR3** This will have a seven day response requirement

2.8 Some clarification of the terminology used in the list of repairs at Annex 1 is shown in below.

2.9 **Loss of Power** - means any aspect of electrical power ie. either power sockets or lighting.

2.10 **Partial Loss (Power)** - means even a single socket or switch will be included.

**Note:** In all of the above there is a subjective element of assessment, but it has been assumed that the safety, security or health of the tenant is at risk by a loss or even a partial loss of any of these facilities.

### **3.0 Operation of the Scheme**

3.1 If the repair is not completed by the last day of the prescribed maximum time, the tenant will be entitled to compensation (see Section 6.0) and is also able to instruct the repair to be carried out by another contractor, (an alternative contractor). However, if the repair has started but has not yet been completed, the tenant is not permitted to instruct an alternative contractor.

3.2 If the alternative contractor has not completed the repair within the required time, the tenant will be entitled to further compensation. Refer to Section 6.0.

3.3 The alternative contractor will be required to submit an invoice to Angus for the work done. The scheme does not require the tenant to pay for the work and recover this from Angus.

3.4 Should the tenant's grounds for instructing another contractor be invalid, ie., denying access, then the Maintenance Assistant shall advise the tenant of this (by telephone if possible), and that the work shall revert to the original contractor.

### **4.0 Exemptions**

4.1 The Right to Repair scheme does not apply:

- a) where the tenant has failed to provide access in order for the repair or a pre-inspection to be carried out.
- b) where the repair affects something to which a contractual guarantee applies in terms of either labour or materials ie. within the contractual defects liability period;\*
- c) where the landlord is not responsible for the repair ie. it is the responsibility of a public utility or it is the tenant's responsibility.

### **5.0 List of Alternative Contractors**

5.1 Angus HA is required to prepare and maintain a list of alternative contractors who are prepared to carry out qualifying repairs.

5.2 The extent of the list will depend on whether single trade or multiple trade contractors are included on the list and also by the availability of contractors

prepared to do the work. For example, where QAPM is not the initial contractor to carry out a repair, they may be willing to act as the alternative contractor, for that repair.

## **6.0 Compensation**

6.1 Compensation must be paid automatically. It is an entitlement and the tenant, therefore, does not need to claim it.

6.2 Compensation may be payable for:

- delay by the initial contractor, and/or

- delay by the alternative contractor.

6.3 In respect of the initial contractor, if the repair is not carried out the repair by the end of the maximum prescribed time, the tenant will be entitled to a payment of £15.

6.4 In addition, if the alternative contractor also fails to carry out the repair within the second period of prescribed time, the landlord is required to pay compensation at a rate of £3 per working day, for every working day that the repair remains outstanding.

6.5 The maximum compensation payable for any one repair is £100 (ending on the day on which the qualifying repair is complete).

6.6 Except with the discretionary authority of the Housing Manager, any compensation payable will automatically be credited to any arrears due. If there is more than one arrears account, the order of priority will be:

- a) the current month's rent
- b) rent other than the current month
- c) a rechargeable repair

6.7 Tenants not in arrears must be sent a cheque for the full value of the compensation due.

## **7.0 Suspension of Maximum Time Calculation**

7.1 It is possible for the Association to suspend the calculation of the maximum time to carry out a qualifying repair, if there are exceptional circumstances beyond the control of the landlord or the contractor which prevent the repair being completed. For example, natural disasters such as extensive flooding, or the non-availability of special parts or materials. Or, if the contractor cannot source a part to complete a repair within the statutory period.

## **8.00 Information to Tenants**

8.1 Angus Housing Association is required, once each year, to inform tenants about the provisions of the scheme and the alternative contractors available to carry out qualifying repairs.

## **9.0 Disputes**

9.1 Disputes are expected to be resolved through the internal complaints procedure, or referred to the Ombudsman or the Courts.

## **10.0 Regular Contractor**

10.1 It is the Asset Manager's responsibility to bring to the attention of all contractors carrying out Responsive Repairs, the full list of qualifying repairs at Annex 1, the relevant response times and to obtain the agreement of the contractor to meet these response times. .

10.2 All contracts will contain clauses requiring the contractor to reimburse Angus with the cost of any compensation paid where the contractor has been responsible for the delay which caused the compensation to be paid.

## **11.0 Monitoring**

11.1 Angus will establish procedures for operating the Scheme and this will be closely monitored in terms of:

- The number of qualifying repairs reported
- The number of qualifying repairs carried out by alternative contractors
- The amount of compensation paid to tenants
- The number of appeals made in respect of a decision following a dispute.

## **12.0 Policy Review**

This Policy will be reviewed on the following basis

- (i) Comprehensive planned reviews will be undertaken after 3 years.
- (ii) An interim review will be undertaken to comply with any new legislation or to address a specific issue.

## **ANNEX 1**

### **LIST OF DEFECTS AND REPAIRS WHICH ARE QUALIFYING REPAIRS AND MAXIMUM TIMESCALE FOR COMPLETION (DAYS)**

<b><u>DEFECT</u></b>	<b><u>MAXIMUM TIME</u></b>
1 Blocked flue to open fire or boiler	1
2 Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
3 Blocked sink, bath or basin	1
4 Complete loss of electric power*	1
5 Partial loss of electric power*	3
6 Insecure external window, door or lock	1
7 Unsafe access path or step	1
8 Significant Leaks or flooding from water or heating pipes, tanks or cisterns	1
9 Loss or partial loss of gas supply*	1
10 Loss or partial loss of space or water* heating where no alternative heating is available	1
11 Toilet not flushing where there is no other toilet in the house	1
12 Unsafe power or lighting socket or electrical fitting	1
13 Complete loss of water supply*	1
13 Partial loss of water supply*	3
14 Loose or detached banister or handrail	3
15 Unsafe timber flooring or stair treads	3

16 Mechanical extractor fan in internal kitchen  
or bathroom not working

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\* exceptions - where the loss of power, gas or water supply is as a result of failure by a Public Utility