



MOLENDINAR PARK HOUSING ASSOCIATION

RIGHT TO REPAIR POLICY

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*Registered in Scotland 2400 R (S)
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POLICY

1. Introduction

The Scottish Secure Tenants (Right to Repair) Regulations 2002 contains provisions for the introduction of a statutory Right to Repair scheme to cover the right of all tenants on a Scottish Secure Tenancy to instruct certain urgent repairs when their landlord failed to carry them out within a specified period.

2. Policy Objective

The main principle of this policy is to ensure the tenants receive a first class repairs service, backed with the safeguard of a right to compensation in instances where the level of service fails.

The Association has continually reviewed our service provision to our tenants and strives to undertake to complete repairs within response categories. However, we do recognise that this may not always be possible and this system of compensation to tenants for certain qualifying repairs when the service does not comply with our agreed standards is in line with prevailing legislation.

3. Legislation and Scottish Social Housing Charter

Relevant legislation pertinent to this policy includes:

Housing (Scotland) Acts 2001 and 2010
Scottish Secure Tenants (Right to Repair) Regulations 2002

Relevant sections of the Scottish Social Housing Charter 2017 are:

Equalities – Social landlords perform all aspects of their housing services so that: Every tenant and other customer has their individual needs recognised, is treated fairly and with respect and receives fair access to housing and housing services

Communication – tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides;

Repairs, maintenance and improvements – Social landlords manage their businesses so that: tenants homes are well maintained with repairs and improvements carried out when required and tenants given reasonable choices about when work is done

4. Equalities

Information on this policy will be available in a range of formats, including, but not limited to large print, braille and other languages for tenants whose first language is not English. Placing a copy of this policy on our website will also enable tenants to access an audio version of the policy, and for those without internet access audio versions will be made available.

5. Repairs

Our tenants are made aware of our repair obligations as Landlord – listed in the Tenancy Agreement and Tenant's Handbook. This indicates how a tenant can request a repair and how quickly the repair will be attended to. The tenancy agreement indicates that the tenant will be responsible for any repair which is caused by fault or negligence on behalf of the tenant.

6. Qualifying Repairs

Repairs falling into the categories listed in Appendix 1 – **List of Qualifying Repairs** and which are the Association's responsibility, qualify for the Right to Repair Scheme. Generally, these Qualifying Repairs reflect the type of repair where the tenants' health, safety or security may be in jeopardy.

The following repairs are excluded:

- repairs which are not the Association's responsibility including repairs which might involve an element of recharging to tenants, e.g. repair required because of damage caused by tenant
- repairs exceeding £350 maximum amount payable by the Association where a tenant failed to provide reasonable access for the purpose of enabling the qualifying repair to be inspected or carried out
- Repairs within a property's defects liability period which are the responsibility of the Contractor who built the property, or where fixtures or materials are under guarantee.
- repairs to communal parts of the building.

7. Instructing Qualifying Period

The tenant will inform the Association of the repair required. The Maintenance team will assess the detail given and if the repair qualifies in line with Appendix 1 – **List of Qualifying Repairs**, will advise the tenant of this.

An inspection may be required to fully identify the repair and to ascertain whether the repair is a Qualifying Repair.

The Maintenance team will make arrangements for access and inform the tenant of:

- the maximum period within which the Qualifying Repair is to be completed
- the last day of the maximum period
- the name, address and telephone number of the Primary Contractor
- the name, address and telephone number of the Alternative Contractor
- from Appendix 3 - **Alternative Contractor**.

The tenant will be informed that the repair will only be able to be carried out under the Right to Repair Scheme if the tenant can guarantee access at all times during the maximum period.

If the tenant cannot guarantee access, the repair will be processed in line with the Association's normal repairs procedures.

8. Maximum Period

The time allowed to respond to a qualifying repair request, the **maximum period**, is listed below:

The maximum period starts the first working day after:

- the date of receipt of notification of the qualifying repair, or
- the date of inspection and establishing status as Qualifying Repair
- the end of the working day is taken to be 5:00 p.m.

for example:

- repair request reported Monday,
- maximum period starts Tuesday,
- maximum period 1 day to attend to repair
- completion due by 5:00 p.m. Wednesday.

9.

The Association will maintain a list of Contractors prepared to carry out Qualifying Repairs:

Appendix 2 - **List of Primary Contractors**

Appendix 3 - **Alternative Contractor**

10. Instructing an Alternative Contractor

Where the Primary Contractor has not commenced the Qualifying Repair by the last day of the maximum period, the tenant may instruct the alternative Contractor to carry out the Qualifying Repair. Refer to Appendix 3 - **Alternative Contractor**.

11. Alternative Contractor Attending Qualifying Repair

As soon as the Alternative Contractor receives an instruction from the tenant, that Contractor shall inform the Association that it has been so instructed.

The Alternative Contractor may request a copy of the original Qualifying Repair works order, which in any case, will be re-issued by Maintenance Team together with confirmation of:

- details of the Qualifying Repair
- the “new” maximum period within which the Qualifying Repair is to be completed
- the last day of the maximum period.

12. Amount of Compensation

The total amount of compensation due to a tenant is calculated:

- a) Where the Primary Contractor has failed to carry out or, in appropriate cases to make safe, the Qualifying Repair by the last day of the maximum period, the Association will pay the tenant the sum of £15 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 the sum of £15 compensation.
- c) In addition, the Association will pay the tenant £3 for every working day commencing on the day after the last day of the maximum period for the alternative contractor, up to and including the day on which the qualifying repair is completed subject to a maximum amount of £100 compensation.

The compensation is set to reflect the delay in completing the repair and that there has been a failure in service delivery. The cost of the repair required has no bearing on the level of compensation payable.

13. Applying for Compensation

It should be noted that the tenant does not have to apply to receive the compensation. The Association should proceed to issue compensation to tenants for each and every failed or late attendance to a Qualifying Repair.

14. Suspension of the Maximum Period

The Association may suspend, or extend, the running of the maximum period in circumstances of an exceptional nature, beyond the control of the Association or the Contractor who is carrying out the Qualifying Repair, which prevent the repair being carried out.

For example:

- genuine difficulties with delivery of materials
- exceptional weather conditions
- shortage of specialist trades

The Maintenance Officer will inform the tenant, with explanation of reason.

15. Issuing the Compensation Payment

The Maintenance Officer will collate information on completion times for all Qualifying Repairs, monthly, and will arrange for any compensation due to be issued.

The Association will aim to assess and issue compensation payments within 28 days of the end of the month of completion of the repair. Tenants with rent arrears will not be excluded from the Right to Repair Compensation Payments for qualifying repairs but the Association may seek to off-set any compensation payment against arrears. The Maintenance Team will normally make arrangements for the compensation payment to be credited to the tenants' rent account.

16. Resourcing the Compensation Payment

Where the failure in service is a result of default by the Primary Contractor the Association will counter charge the Contractor through the contract, for 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.

17. Dispute Handling

Any disputes arising between the tenant and the Association will be dealt with in accordance with the Association's Complaints Procedure. The Complaints Policy is available, on our website, with summary details also available to tenants in their handbook or on request.

18. Publication of Scheme Details

The Association will inform tenants in writing once each year of the provisions of this policy statement. New tenants will be given details of the scheme at the tenant sign up with their Housing Officer. Leaflets will be available in the office reception, and copies will be sent to tenants on request, as well as being available on our website.

19. Monitoring of Scheme

For each year, the Association will hold information on:

- how the scheme has been publicised
- the number of cases of, and amounts of compensation awarded
- the types of repairs which have been the subject of awards
- the number of disputes arising and method of resolution
- any operational experiences/difficulties

and will review this information to assess whether any revisions are required to any element of the scheme. A summary report on the operation of the scheme will be presented to the Management Committee each year.

20. Policy Review

This Policy will be reviewed, normally every three years, or earlier if legislation, guidance or practice so requires.

Appendix 1

LIST OF QUALIFYING REPAIRS

- Unsafe power or lighting sockets of 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 banisters or handrails
- A broken mechanical extractor fan in a kitchen

Appendix 2

LIST OF PRIMARY CONTRACTORS

Appendix 3

LIST OF ALTERNATIVE CONTRACTORS