



Craigdale
HOUSING ASSOCIATION

RIGHT TO REPAIR POLICY

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1.0 General Aims of the Policy

- 1.1 The association will comply with both the provisions and the spirit of the regulations relating to the statutory Right to Repair.
- 1.2 The purpose of this policy is to state the requirements and implications of the Right to Repair for both staff and tenants.
- 1.3 The Governments stated purpose of the Right to Repair is to provide an improved service for tenants.
- 1.4 The Right to Repair will only apply to tenants of the Association.
- 1.5 The statutory Right to Repair was introduced under the provisions within the Housing (Scotland) Act 2001, by the Scottish Statutory Instrument 2002/316. The Regulations came into force on 30th September 2002.
- 1.6 The Association's policy for the Right to Repair will comply with all statutory and regulatory requirements.

2.0 Qualifying Repairs

- 2.1 The Right to Repair provides tenants with the right to instruct a Qualifying Repair when their landlord has failed to carry them out within a specified period.
- 2.2 Qualifying Repairs are certain types of repairs with a cost of ceiling of £350.00. The types of repairs that qualify under the scheme and timescales for completion are also set out by law as detailed in Appendix 1.
- 2.3 Therefore, the landlord must be aware of the maximum cost ceiling of the repair prior to issuing the work to a Contractor and deeming it as a Qualifying Repair under the scheme.
- 2.4 A working day for the purpose of the Right to Repair is not a Saturday or Sunday, Christmas Eve, or any day the office of Craigdale HA is closed because of a public or local holiday.
- 2.5 The provisions of the Right to Repair 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.
- 2.6 The Right to Repair works Orders are split into three categories as detailed below:

RTR 1 Right to Repair requiring completion within 1 day
RTR 2 Right to Repair requiring completion within 3 days
RTR3 Right to Repair requiring completion within 7 days.

3.0 Procedure for notification and carrying out Qualifying Repairs

- 3.1 On receipt of a repair request, staff will take thought of the likely value of work to be instructed, check whether the repair is a Qualifying Repair and apply the appropriate repair category as detailed above.

3.2 If the repair qualifies under the Right to Repair, the tenant must provide details of when access to the house will be available whether for an inspection to be carried out and / or to allow the repair to be completed.

The tenant will also be:

- a) Advised that the repair is a Qualifying Repair under Right to Repair
- b) Given detail of the maximum period within which the Qualifying Repair is to be completed. **Note: Access must be established by the tenant to enable the completion of the repair within the maximum time period. If the tenant is unable to provide access within the required timescales, Right to Repair is deemed not to apply.**
- c) Given the details of the initial attending contractor and advised that should they fail to carry out the repair by the expiry of the Maximum Period, they can instruct an alternative Contractor.
- d) Advised that compensation will be payable if the repair has not been completed by the expiry of the Maximum Period, in respect of both the initial and alternative contractor. The amount of compensation payable will be £15 +£3 for each working day that passes until the repair is completed. The maximum amount of compensation payable will be £100.
- e) Advised whether the repair is to be pre-inspected.

All of this information will be confirmed in writing to the tenant.

3.3 If the repair is to be pre-inspected, the Housing Officer must be advised that the repair is likely to be a qualifying one and advised about the arrangements made for access. There is no stipulated timescale in the regulations for starting or completing pre-inspection, however, where a pre-inspection is required, it will be carried out within 24hours from the date of notification of the Qualifying Repair.

3.4 At the point of inspection, the tenant will be informed to the Right to Repair requirements by the inspecting officer.

3.5 If the repair reported to the Association qualifies under the Right to Repair and appropriate access is provided, the association will instruct and issue a works order to the initial contractor. The Association will also provide the contractor details of:

- a) the Qualifying Repair
- b) the maximum period within which the qualifying repair is to be completed
- c) the last day of the maximum period
- d) the arrangements made for access

3.6 The contractor will be advised, and the works order will clearly state that the repair is one which is subject to Right to Repair.

3.7 Where a tenant fails to provide access to a house at an agreed time, which is within the Maximum Period for the Purpose of enabling the qualifying repair to be inspected or to be carried out, then the provision of the regulations relating to the Right to Repair shall **cease to apply**.

4.0 Maximum period

- 4.1 The maximum time period within which a qualifying repair is to be completed is the number of working days as detailed in Appendix 1.
- 4.2 If the work has not started by the expiry of the Maximum Period, the tenant should, in the first instance, try to contact the Association or (if outside working hours) the contractor to find out if there is a problem and to establish when the contractor is likely to attend. If the initial contractor cannot attend within the Maximum Period, the tenant (or the Association) can instruct an alternative contractor.
- 4.3 Within the strict compliance of the Right to Repair regulations, the Maximum Period shall start on the **first working day after**:
- a) The date of receipt of notification of the Qualifying Repair by the Association
 - b) The date of inspection, if required.
- 4.4 The Maximum Period calculation must take into account whether the tenant needs to provide access to the property to do the repair. If, for example, the repair request relates to an item with a 1-day response, but access is not available for 2 or 3 days, then the tenant's statutory right falls.
- 4.5 If a qualifying repair has not been started by the last day of the prescribed Maximum Period and the repair is not subject to either an exemption or a suspension of the Maximum Period the tenant will be entitled to instruct the alternative contractor and to compensation.
- 4.6 If the Qualifying Repair has been started but has not been completed at the expiry of the Maximum Period, the tenant is **NOT** permitted to instruct an alternative contractor.
- 4.7 On receipt of an instruction from the tenant, the alternative contractor must inform the Association that they have been asked by the tenant to complete the Qualifying Repair. The Association will immediately check with the initial contractor to confirm that the work has not yet started, and to check the reason for the work not having started. It may be that the contractor has been unable to gain access or that the materials are on order. As previously detailed, no access situations will invalidate the tenants Right to Repair but the lack of materials will only do so in exceptional circumstances.

5.0 Exemptions

- 5.1 the right to repair scheme does not apply:
- a) where the tenant has failed to provide access to carry out the repair or a pre-inspection within the required timescales.
 - b) to communal parts of the property
 - c) where the repair affects something to which a contractual guarantee applies in terms of either labour or materials i.e., within a contractual defects period.
 - d) where the landlord is not responsible for the repair, i.e., it is the responsibility of a public utility, or the repair is the tenant's responsibility as detailed in the tenant's handbook/ calendar.

6. Compensation

- 6.1 Where the initial contractor has failed to carry out the Qualifying Repair by the expiry of the Maximum Period, the Association will automatically pay to the tenant compensation. Payment of compensation under Right to Repair is an **entitlement**, i.e., the tenant does not need to claim compensation.
- 6.2 Compensation can come in two parts
- delay by the initial contractor, and,
 - delay by the alternative contractor.
- 6.3 **In respect of the initial contractor** if the repair is not completed by the expiry of the Maximum Period, the tenant will be entitled to a payment of £15.00.
- 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 the rate of £3 per working day, for every working day that the repair remains outstanding.
- 6.5 The maximum amount of compensation payable under Right to Repair is £100.00 for each repair.
- 6.6 Except with the discretionary authority of the Chief Executive Officer, any compensation payment will automatically be credited to a debt due to the Association. If there is more than one arrear account, the order of priority will be as follows:
- a) a rent arrear
 - b) a housing benefit overpayment recovery
 - c) a rechargeable repair
- 6.7 Tenants not in arrears will be sent payment for the full value of the compensation due.
- 6.8 Appropriate expenditure codes will be developed in order to separately account for any compensation payments that may arise as result of the Right to Repair.

7.0 Suspension of Maximum Time Calculation

- 7.1 It is possible to suspend the calculation of the Maximum Period, if there are **exceptional** circumstances, which are beyond the control of the landlord or the contractor and prevent the repair from being completed. For example, natural disasters such as extensive flooding, or the availability of special parts or materials.
- 7.2 In the event of a heating repair not being completed within the Maximum Period, the tenant will **NOT** be eligible for compensation if **alternative means of heating has been provided to the tenant**.
- 7.3 The tenant **MUST** be informed when a suspension to the Maximum Period is in place. This will include the reason for the suspension and the effect of it on the maximum time (completion date). There is no stipulation about the method of informing the tenant, nor about the ending of suspension.

7.4 To work within the “spirit” of the regulations, the calculations of the Maximum Period should start again when the reason for the suspension has been resolved.

8.0 Information to Tenants

8.1 The association will inform tenants annually about the provisions of the Right to Repair.

9. Decision Taking and Appeals

9.1 Straightforward appeals falling within policy guidelines will be dealt with by Association staff.

9.2 Routine appeals will be considered by the Chief Executive Officer and any decision subsequently reported to the Board.

9.3 Complicated cases and other appeals may be referred to the Board at the discretion of the Chief Executive Officer or at the request of the tenant. The appeal will be considered at the next available Board meeting and the tenant notified of the outcome within one week of the meeting. The tenant will be allowed to present their own case in person or have representation at this stage.

9.4 Irrespective of the above, tenants may raise a complaint under the Association’s published complaints procedure (copies available on request).

9.5 Tenants can obtain advice and information about their remedies from a local Citizens Advice Bureau or a Solicitor, or a representative.

9.6 Tenants may also have a complaint referred to the Scottish Public Services Ombudsman once they complete the associations published complaints procedure and are still dissatisfied.

9.7 .

10.0 Monitoring

10.1 The impact of the Right to Repair will be regularly assessed and reported to Board annually.

11.0 Contractors Conditions of Contract

11.1 The Association will advise approved contractors of the requirements of the Statutory Right to Repair.

11.2 Conditions of Contract will contain clauses requiring the contractor to reimburse the Association with the cost of any compensation paid **where the contractor has been responsible for the delay which caused the compensation to be paid.**

12. Complaints Procedure

- 12.1 We aim to get things right first time and provide a good quality service to our tenants and other customers. However, we acknowledge that things can go wrong and that some tenants or other customers may be unhappy with the service provided.**
- 12.2 We promote our Complaints procedure through our website and periodic articles in our newsletters. This information leaflet is also issued to all new tenants as part of the signing up pack.**
- 12.3 We are required to report specifically to both our Board and the Scottish Housing Regulator on any complaints concerning equalities issues.**

13. Data Protection

- 13.1 On the 25th May 2018 the legislation governing data protection changed with the introduction of the UK General Data Protection Regulation (GDPR).**
- 13.2 We hold a variety of Personal Data relating to individuals including tenants, waiting list applicants, factored owners, other service users, employees, and Board. Our Privacy Policy sets out the basis on which we can process and share such data with third parties, it also sets out how we will securely store individuals' data, whether electronically or in paper format. It also provides information on individuals' rights under GDPR including: to view personal data held about them by us; to request a restriction of processing of their data; the right to be forgotten and a right to object to us processing their data. In terms of the rights to be forgotten and to restrict or object to processing of Personal Data, any such requests will require to be considered on their own merits and legal advice will need to be obtained in some circumstances. We have the responsibility for accepting or refusing such requests and will do so in writing.**
- 13.3 Under GDPR we are required to provide all customers whose Personal Data we hold with a Fair Processing Notice (also known as a Privacy Notice). The Notice sets out the Personal Data we process and the basis for doing so.**
- 13.4 We will only keep and process Personal Data for the original purpose we gathered it for, and we will not keep it for any longer than necessary. Attached to our Privacy Policy is a table of Retention Periods for Personal Data held and processed by us. We recognise that not all Personal Data can be processed and kept for the same period of time, and this will vary depending on the individual circumstances of each person whose Personal Data we hold.**
- 13.5 The Privacy Policy sets out what should happen in the event of a Data breach e.g., does the breach require reporting to the Information Commissioner's Office and whether the individual affected should be notified. Timescales are set out for dealing with data breaches.**
- 13.6 Full copies of our Privacy Policy are available upon request at our office or from our website www.craigdaleha.co.uk**

14. Policy Review

14.1 This Policy will be reviewed at least every three years or sooner to ensure it continues to reflect current thinking and practice and to comply with legislative requirements and regulatory guidance.

APPENDIX 1

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

Qualifying Repair	Maximum Period
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electric power	3
Insecure external window, door or lock	
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1
Loss or partial loss of gas supply	1
Loss of partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket or electrical fitting	1
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7