



<b>Policy on :</b>	<b>Right to Repair Policy</b>
--------------------	-------------------------------

<b>Compliant with Scottish Social Housing Charter Outcomes:</b>	Outcome 1 – Equalities Outcome 2 – Communication Outcome 3 – Participation Outcome 4 – Quality of Housing Outcome 5 – Repairs, Maintenance & Improvements Outcome 11 – Tenancy Sustainment Outcome 13 – Value for Money Outcome 14 & 15 – Rents and Service Charges
<b>Compliant with Tenant Participation Strategy :</b>	Consultation to be undertaken
<b>Compliant with Equality &amp; Diversity:</b>	Yes
<b>Compliant with Business Plan:</b>	Policy review timescales. Affects all service delivery areas.

<b>Date Approved :</b>	<b>May 2017</b>
<b>Date for Review :</b>	<b>May 2020</b>

<b>Responsible Officer :</b>	<b>Director of Customer Services</b>
------------------------------	--------------------------------------

## Right to Repair Policy

### 1. Introduction

The Scottish Secure Tenants (Right to Repair) Regulations 2002, entitles a Scottish Secure tenant to have a qualifying repair carried out to their home. In addition, the Regulations make provision for compensation to be paid to the tenant should a qualifying repair not be completed, without good reason, within a maximum period. Tenants have the right to get certain small urgent repairs carried out within specific timescales. If this does not happen tenants can appoint alternative contractors and the Association will pay compensation. These rights are known as the "right to repair" and are legally binding on the Association. This legislation only applies to small urgent repairs under £350 in value.

The Association sets its own targets for repairs, which are better than the requirements of the legislation. These targets are set out in the repairs policy. The Association must however ensure that if our repairs system fails and tenants do not get the repairs they have asked for carried out that they have recourse to claim compensation and get the repairs completed.

#### List of Qualifying repairs and timescales

Qualifying Repair	Max Period	Qualifying Repair	Max Period
Blocked Flue	1	Loss or partial loss of gas supply	1
Blocked or Leaking drains	1	Loss or partial loss of space or water heating	1
Blocked toilet	1	Toilet not flushing	1
Blocked sink or bath	1	Unsafe power or light switch	1
Loss of electric power	1	Loss of water supply	1
Partial loss of power	3	Partial loss of water supply	3
Unsecure door, window or lock	1	Loose or detached handrail or banister	3
Unsafe access path or step	1	Unsafe flooring or stair treads	3
Significant leaks or flooding from water/heating pipes, tanks or cisterns	1	Mechanical extractor fan in kitchen or bathroom not working	7

### 2. The Scheme

The full details of the scheme are set out in the Housing (Scotland ) act 2001 legislation. This policy identifies the way in which the Association will implement the scheme.

### **3. Entitlement/Reporting a Repair**

When a repair is reported to the Association the tenant will be advised whether it is the Association's responsibility and if it is a qualifying repair.

If the repair does qualify under "Right to Repair" the tenant shall be advised:

- If an inspection is required
- Of the maximum period allowed to carry out the repair
- The last day of that period
- Of their right under "Right to Repair"
- Of the name, address and telephone number of a listed contractor (the "*primary contractor*", who will be instructed to carry out the repair), and details of one other contractor (the "*secondary contractor*"). This shall be detailed on the repairs order.

This will then be followed up with a letter which will be sent informing the tenants of the details of the scheme and the way they can appoint alternative contractors.

A tenant may not instruct a secondary contractor if this would infringe the terms of a guarantee for work or materials e.g. in the case of defects liability period, rot works.

### **4. Notification**

The Association is required to advise all tenants of the provisions of these regulations annually in writing, including the list of qualifying contractors prepared to carry out the qualifying repairs. In order to comply with this provision, the Association will include further information on the Right to Repair through its newsletters and tenant's handbook.

### **5. Instructing another Listed Contractor**

Where the primary contractor has not started the work within the maximum eligible period, the tenant is entitled to instruct another listed contractor to carry out the qualifying repair. These will be contractors from our approved contractors list. The alternative contractors details will be printed on our information sheets and letters. Where this happens, the alternative contractors will contact the Association to determine what is required.

## **6. Failure to Provide Access**

Should Barrhead Housing Association require to inspect a qualifying repair the tenant will be advised and a convenient time made to do so.

Where, despite given reasonable notice, a tenant fails to provide access to allow a qualifying repair to be inspected or carried out, the tenants' rights under "Right to Repair" will cease to apply. The tenant will then require to re-apply and start the process again.

Where a tenant fails to provide access for an inspection or repair under Right-to-Repair they shall be written by Association staff advising that they require to re-apply and start the process again.

## **7. Compensation**

Where a qualifying repair is not completed by the last day of the maximum period Barrhead Housing Association will pay £15.00 in compensation. An additional sum of £3.00 per working day will be paid until the repair has been completed.

\* A **maximum** sum of £100 will be paid in compensation to a tenant.

\* We will make payment to the tenant by cheque within 28 days of completion of the qualifying repair, however, we may offset any compensation payment against a tenant's rent arrears or rechargeable works. Where this is the case the tenant will be informed by letter.

## **8. Monitoring**

In order to monitor the uptake of the Right to Repair scheme performance found will be reported to the Governing Board.

## **9. Complaints**

Barrhead Housing Association operates a complaints policy that is open and transparent. Should any customer or service user feel the need to make a complaint against an individual or the organisation, the complaints policy and procedure will be implemented.

Should any customer or service user have a complaint that is unresolved to their satisfaction they can refer the complaint to The Scottish Public Service Ombudsman, the details of which can be found in the complaints policy.

## **8. Equality & Diversity**

Barrhead Housing Association is committed to providing fair and equal treatment to all our customers to comply with the Equality Act 2010. The Act established 9 protected characteristics (the grounds on which discrimination is unlawful). These cover age, race, sex, religion/belief, sexual orientation, pregnancy/maternity, gender reassignment, disability and marriage/civil partnership.

The Association will not discriminate against anyone on the grounds of race, colour, ethnic or national origin, disability, religion, age, sexual orientation, marital status, family circumstances, employment status or physical ability.

We will offer customers a range of options for communicating with us, since requiring to contact us may have to be in writing and this may be a deterrent, for example for people with poor literacy skills, visual impairment, or where first language is not English.