



# Cassiltoun Housing Association

## RIGHT TO REPAIR POLICY

Date Approved	Proposed Review Date
January 2022	January 2025
Chair Person/Office Bearers Signature:	

**CASSILTOUN HOUSING ASSOCIATION LIMITED**  
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Cassiltoun is a recognised Scottish Charity no 035544

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## 1. INTRODUCTION

The purpose of this policy is to outline the way in which the Right to Repair Legislation works in practice and to make Cassiltoun Housing Association tenants aware of their statutory repair rights.

In preparing this policy, the Association has adopted in full the provisions of the following: -

- [Housing \(Scotland\) Act 2001](#);
- [The Scottish Secure Tenants \(Right to Repair\) Regulations 2002](#);
- [The Scottish Social Housing Charter April 2017](#) and in particular: -

*Charter Outcome and Standard 2: 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.*

*Charter Outcome and Standard 5: Repairs, maintenance and improvements: tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.*

Under the terms of the Scottish Secure Tenants (Right to Repair) Regulations which came into effect on 30<sup>th</sup> September 2002, a tenant has a statutory right to have certain qualifying repairs carried out within specified response times. Failure to carry out qualifying repairs within the given response time will entitle tenants to a compensation payment and to instruct an alternative contractor from the Association's list of approved contractors.

A list of qualifying repairs is given in Appendix 1.

The Association maintains a list of approved contractors prepared to carry out qualifying repairs. The list will include a primary contractors who will be instructed to carry out all qualifying repairs and secondary contractors with similar trade expertise who will be available for tenants to instruct should the primary contractor fail to carry out the repairs within the prescribed completion period.

## 2. NOTIFICATION OF AND CARRYING OUT QUALIFYING REPAIRS

Where a tenant applies to the Association for a qualifying repair to be carried out the following action will take place: -

- i) If the Operations Team considers it necessary to inspect the house to ascertain whether the repair is a qualifying repair, a pre-inspection will be carried out;

- ii) In any case, the landlord shall let the tenant know whether the subject of the tenant's application is a qualifying repair and where it is, make arrangements for access with the tenant and provide details of:-
- The maximum period within which the qualifying repair is to be completed (see Appendix 1);
  - The last day of that period;
  - The effect of the Regulations; and
  - The name, address and telephone number of the primary contractor and at least one other listed contractor from the list of contractors maintained by the landlord; and
- iii) If the subject of the tenant's application is a qualifying repair, the landlord shall issue a works order to the primary contractor and provide details of:-
- The qualifying repair;
  - The period within which the qualifying repair is to be completed;
  - The last day of the maximum period; and
  - The arrangements made for access.

### **3. FAILURE TO PROVIDE ACCESS**

Where a tenant fails to provide access for the qualifying repair to be inspected or carried out, the tenant will not be eligible for compensation and will be advised of this in writing.

### **4. MAXIMUM PERIOD**

- i) The maximum period within which a qualifying repair is to be completed is the number of working days specified in Appendix 1.
- ii) The maximum period shall start on the first working day after:-
- The date of notification of the qualifying repair to the Association; or
  - The date of inspection.

## **5. INSTRUCTING ANOTHER APPROVED CONTRACTOR**

- i) Where the primary contractor has not started the qualifying repair by the last day of the maximum period, the tenant may instruct the second approved contractor to carry out the qualifying repair up to a maximum amount of £350.
- ii) As soon as the second contractor receives the instruction from the tenant, that contractor shall inform the Association that it has been instructed and shall be entitled on request to obtain a copy of the works order.
- iii) The Association shall advise the contractor the number of working days in the completion period from the date of instruction and cancel the original instruction to the primary contractor.

## **6. COMPENSATION**

- i) Where the primary contractor has failed to carry out the qualifying repair by close of business (5.00 p.m.) on the last day of the maximum period the Association shall pay to the tenant a sum of compensation calculated as follows: -
  - £15 for the initial period, and
  - £3 for every working day thereafter until completion subject to a maximum amount of compensation of £100.

The Association will seek to re-coup any compensation payments it has had to make from the primary contractor responsible for the delay.

## **7. SUSPENSION OF MAXIMUM PERIOD**

- i) The running of the maximum period shall be suspended in exceptional circumstances beyond the control of the Association or the contractor who is to carry out the qualifying repair, which prevent the repair being carried out.

Examples of this would be bad weather and complete loss of electrical, gas or water supply through fault of service utilities.

- ii) The Association will contact the tenant to advise of the suspension of the running of the maximum period which must thereafter be confirmed in writing.

## **8. PROVIDING INFORMATION ABOUT RIGHT TO REPAIR**

The Association shall let its tenants know in writing once a year of the Right to Repair provisions of the Regulations and include the list of contractors prepared to carry out qualifying repairs.

## **9. COMPLAINTS**

Any tenant dissatisfied with the service that they receive whether through the Association's staff or the Association's contractor has the right of recourse to the Association's Complaints Policy and Procedure.

## **10. EQUAL OPPORTUNITIES**

We recognise our pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures. We will check this policy and associated procedures regularly for their equal opportunity implications, taking appropriate action to address inequalities likely to result or resulting from implementation of the policy and procedures. We are committed to providing fair and equal treatment to all applicants and tenants and will not discriminate against any on the grounds of race, colour, ethnic or national origin, religion, age, gender sex, sexual orientation, marital status, family circumstances, employment status or physical ability.

## **11. PROCESSING INFORMATION – GENERAL DATA PROTECTION REGULATIONS**

Cassiltoun Housing Association will process information and data contained within the Housing Applications in accordance with its Policies and Procedures relating to the General Data Protection Regulations and all applicants will be issued with a Fair Processing Notice.

All staff members will be made aware of their responsibilities in relation to the General Data Protection Regulations and will be trained in the process that the Association has introduced to ensure compliance with GDPR.

## **12. POLICY REVIEW**

This Policy will be reviewed on a 3 yearly basis or earlier if legislation changes to ensure that its aims are being met.

**QUALIFYING REPAIRS AND MAXIMUM TIME FOR COMPLETION**

<b>Qualifying Repair</b>	<b>Maximum Period (Working Days)</b>
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.	1
Unsafe access path or step.	1
Significant leaks or flooding from water or heating pipes, tanks, cisterns.	1
Loss or partial loss of gas supply.	1
Loss or 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