



<b>TECHNICAL</b>
<b>RIGHT TO REPAIR POLICY</b>
<b>April 2017</b>
<b>April 2022</b>

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

<b>New Regulatory Framework Implications</b>	Standard 2 The RSL is open and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities
<b>Charter Implications</b>	Outcome 4 Quality of Housing Outcome 5 Repairs , maintenance and improvements
<b>Equal Opportunities Implications</b>	None
<b>Relevance to Business Plan</b>	1. Place-Provide quality, safe, affordable, attractive, warm, homes

<b>Date Approved:</b>	<b>April 2017</b>
<b>Date for Review :</b>	<b>April 2022</b>

<b>Responsible Officer:</b>	Technical Manager
-----------------------------	-------------------

## **Contents**

- 1.0 Introduction
  - 2.0 Qualifying repairs
  - 3.0 Instructing qualifying repairs
  - 4.0 Maximum period
  - 5.0 Suspension of the maximum period
  - 6.0 List of contractors
  - 7.0 Instructing an alternative contractor
  - 8.0 Alternative contractor attending qualifying repair
  - 9.0 Amount of compensation
  - 10.0 Processing compensation payments
  - 11.0 Resourcing compensation payments
  - 12.0 Disputes
  - 13.0 Publicity about scheme
  - 14.0 Monitoring of scheme
- Appendix 1 Table of Qualifying Repairs
- Appendix 2 List of Contractors

## 1.0 Introduction

1.1 Paisley Housing Association is committed to the delivery of a quality repairs service to its tenants.

1.2 The Scottish Secure Tenants (Right to Repair) Regulations 2002, launched in September 2002, contains provisions for a statutory Right to Repair scheme to cover the right of all tenants on a Scottish Secure (or Short Secure) Tenancy to have certain small urgent repairs carried out within a given timescale.

1.3 In addition the Regulations also make provision for the tenant to instruct these 'Qualifying Repairs' should the landlord's contractor fail to carry them out within a specified period without good reason.

1.4 The aim of this policy is to operate the statutory scheme to ensure the tenants receive a quality repairs service, backed with the safeguard of a right to compensation in instances where the level of service fails.

## 2.0 Qualifying Repairs

2.1 The Right to Repair Scheme covers certain specific repairs known as 'Qualifying Repairs'.

2.2 Qualifying repairs are those that the Association is both responsible for carrying out and for ensuring we meet the terms laid down in the Right to Repair Scheme.

2.3 Qualifying repairs normally reflect the type of repair where a tenants' health, safety or security may be in jeopardy.

2.4 For monitoring purposes the Association designates these repairs as 'Right to Repair', separate to its Emergency, Urgent and Routine categories of reactive repair.

2.5 However, although not required by legislation to do so, at weekends or over public holiday office shutdowns, our emergency out of hours service will respond to repairs which fall into the 'qualifying' category. When we reopen any such repairs will be designated as appropriate onto the repair system as Right to Repair, not as Emergencies .

A full list of qualifying repairs is set out in Appendix 1.

2.6 The following repairs are **excluded** from the Right to Repair scheme:

- rechargeable repairs or any repairs which are not the responsibility of the Association
- any qualifying repairs that will cost more than £350
- any qualifying repair where a tenant fails to provide reasonable access to allow the repair to be inspected or carried out
- any qualifying repair needed within a property's 12 month defects liability period
- any qualifying repair needed to communal parts of the building

2.7 Where a tenant requests a qualifying repair to be done out with the statutory timescale, thus removing it from the scheme, the repair is recorded as a 'Right to Repair Routine' category for audit purposes and carried out in the Routine timescale of 8 working days.

2.8 Defect repairs are the responsibility of the Contractor who built or refurbished the property, or carried out work through planned maintenance, generally where fixtures or materials are under guarantee e.g. where a new heating system has been installed.

### **3.0 Instructing Qualifying Repairs**

3.1 When a tenant contacts the Association with a repair, Technical staff will assess if it is a qualifying repair. If this is the case, the tenant will be advised of this verbally at the time.

3.2 However if an inspection is needed to identify the full extent of the work required and to check whether it is a qualifying repair, then a Technical Officer will carry out a pre inspection. This will take place within 3 working days, by agreed appointment, and the Technical Officer will then determine the category of works order to be raised.

3.3 Any repair which does not come under the classification of qualifying will be instructed in line with our standard repairs procedures.

3.4 For qualifying repairs that do not need to be inspected, or are following their inspection assessed as qualifying repairs, Technical staff will make arrangements for access with the tenant, inform the tenant of their rights if work is not done in timescale and advise of the following;-

- the maximum period within which the qualifying repair must be completed
- the last day of the maximum period to complete the repair
- the name, address and telephone number of a contractor ,the
- "primary contractor", who will be instructed to carry out the repair (See Appendix 2)
- the name, address and telephone number of one other contractor the 'alternative' or 'secondary' contractor. (See Appendix 2)

3.5 The tenant will also be advised the repair will only be able to be carried out under the Right to Repair Scheme if the tenant can guarantee access during the maximum completion period. If the tenant cannot guarantee access, the repair will be processed in line with the Association's normal repairs procedures for a Routine repair and categorised on our computer system as a Routine (Right to Repair).

3.6 If applicable the tenant will be advised that they cannot instruct a secondary contractor if this would infringe the terms of a guarantee for work or materials e.g. rot works. The primary contractor must complete the job.

3.7 The works order issued to the primary contractor will confirm:-

- details of the qualifying repair
- the maximum period within which the qualifying repair is to be completed
- the last day of the maximum period
- arrangements made with the tenant for access

3.8 The Works Order confirmation issued to the tenant will highlight to the tenant if the repair is a qualifying repair under the Right to Repair Scheme, together with any information on arrangements made for access. It will be issued by e-mail or post:

- on the date the order is raised, or
- on the first working day after an overnight or weekend call-out

3.9 Where a tenant then fails to provide the agreed access to allow a qualifying repair to be carried out (or inspected), the tenants' rights under Right to Repair will cease to apply on that occasion e.g. they cannot instruct an alternative contractor. The Association will cancel the repair. The tenant will then have to contact us again to report the repair and this will start the Right to Repair process afresh.

## **4.0 Maximum Period**

4.1 The maximum period to respond to a qualifying repair request is also listed in Appendix 1. The number of days relates to working days and excludes weekends and public holidays.

4.2 Legislation allows for the first working day that a qualifying repair is reported to be classed as administration time. The maximum period to complete the repair therefore starts on the first working day after:-

- the date of notification to the Association of the qualifying repair, or
- the date an inspection is carried out establishing the status of a repair as a qualifying repair.

4.3 Illustrative example1: Where a repair request which has a maximum period of 1 working day is reported on Monday after 5.00pm (after the repair line is closed), the administrative period will be Tuesday. As the maximum period permitted to attend to the repair is 1 working day, the repair must be completed on Wednesday.

Illustrative Example 2: Where a repair request which has a maximum period of 1 working day is reported on Monday before 5.00pm (when the repair line is open), the administrative period will be Monday. As the maximum period permitted to attend to the repair is 1 working day, the repair must be completed on Tuesday

Illustrative Example 3: Where a repair request which has a maximum period of 1 working day is reported on Friday before 4.00pm (the repair line closes at 4pm on a Friday), the administrative period will be Friday. As the maximum period permitted to

attend to the repair is 1 working day and weekends are not counted as working days the repair must be completed on Monday.

## **5.0 Suspension of the Maximum Period**

5.1 The maximum completion period may be extended or suspended by the Association where exceptional circumstances, beyond the control of the Association or the Contractor who is carrying out the qualifying repair, will prevent the repair being carried out timeously.

For example –

- genuine difficulties with delivery of parts/materials,
- exceptional weather conditions
- shortage of specialist trades etc.

5.2 The contractor must advise the Association of the reason for the failure to complete the repair by the end of the maximum period.

5.3 The Technical Clerical Officer will inform the tenant of the reason. In such cases Paisley Housing Association may need, where possible, to make temporary arrangements to alleviate inconvenience for the household, such as issuing temporary heating.

5.4 The calculation of the maximum period will start again when the reason for the suspension has been resolved.

## **6.0 List of Contractors**

6.1 The Association maintains a list of contractors which are prepared to carry out qualifying repairs either as primary or alternative contractors.  
See Appendix 2

6.2 Staff will select an appropriate alternative contractor from this list depending on the type of repair.

## **7.0 Instructing An Alternative Contractor**

7.1 Where the primary contractor has not started the qualifying repair by 5pm the last day of the maximum period, the tenant has the right to instruct the alternative contractor to undertake the repair.

7.2 The tenant should only instruct the alternative contractor whose details they have been given by the Association. All contractors listed operate with agreed methods for billing the Association. If the tenant calls out their own contractor, the tenant would normally be responsible for payment of their contractor.

7.3 The tenant may contact the alternative contractor directly to arrange the

works, but should advise the Association at the first opportunity thereafter.

## **8.0 Alternative Contractor Carrying Out a Qualifying Repair**

8.1 The alternative contractor must inform the Association on his receipt of an instruction from a tenant -as soon as the instruction is received, or no later than the start of the next working day.

8.2 A works order will be issued by Technical staff to the alternative contractor, together with confirmation of

- details of the qualifying repair
- the “new” maximum period within which the qualifying repair must be completed e.g. 1, 3 or 7 days depending on the repair (see Appendix 1)
- the last day of that maximum period

8.3 The primary contractor will be informed by Technical staff that the job has been passed to an alternative contractor because of their failure to complete it and will be asked to give details by return of the reason for this.

## **9.0 Amount of Compensation**

9.1 The total amount of compensation due to a tenant is calculated using the following formula:

- Where the primary contractor has failed to complete the qualifying repair by the last day of the maximum period, the Association will pay the tenant £15.00 compensation.
- 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 £15.00 compensation.
- In addition to the above, the Association will pay the tenant £3.00 compensation for every working day after the last day of the maximum period, up to and including the day on which the qualifying repair is completed, whether this is carried out by the primary or the alternative contractor.
- Any compensation paid to a tenant because of the above will not exceed **£100.00** in total

9.2 Weekends and public holidays are not counted as working days in this calculation.

### **9.3 Illustrative example of compensation calculation:**

Failure of the primary contractor on a one day qualifying repair ‘Loss of electrical power ‘

- Works Reported Monday 9 September

- Maximum period starts 1 day after notification i.e. Tuesday 10 September
- Maximum period to complete 1 day so due for completion Tuesday 10 September

Analysis found that the primary contractor failed to turn up to start the job. There was no reason given by the contractor that would warrant extending timescale. Compensation due to tenant is £15. This would be sought from the contractor.

- Tenant can instruct alternative contractor after 5pm on Tuesday 10 September
- Alternative Contractor takes job Wednesday 11 September and finishes it on Thursday 12 September –compensation due £6 because the job has been completed in two days longer than the original maximum period (Tuesday). The alternative contractor is not due to pay any compensation  
Total Compensation due to tenant is £21 (£15 plus £3 & £3)

9.4 Compensation will not be payable in the following circumstances:

- if the tenant had not reported the repair to the Association
- if the tenant had been advised by the Association that the repair is a qualifying repair, and it subsequently does not qualify e.g. if it cost more than £350
- if the repair was not the Association's responsibility including rechargeable repairs
- if the repair was to communal parts of the building
- if the repair fell within a property's defects liability period
- where the tenant failed to provide reasonable access for the purpose of enabling the qualifying repair to be inspected or carried out
- where the tenant has instructed a contractor either before allowing inspection of the work, or before the maximum period has expired
- where the Contractor's delay is due to circumstances beyond their control and tenant had been advised accordingly

9.5 The compensation is intended to reflect the inconvenience caused to the tenant as a result of this failure in service delivery.

9.6 The cost of the repair required has no bearing on the level of compensation payable.

## **10.0 Processing Compensation Claims**

10.1 Tenants do not have to apply to receive compensation as the Association will process any payments due automatically.

10.2 The Technical Manager will identify any failed qualifying repairs quarterly, as part of the Reactive Maintenance KPI reporting cycle and pass these to the Technical Clerical Officer for investigation.

10.3. The Technical Clerical Officer will collate information on the reason for the fail for qualifying repairs, inform the Technical Officer of his/her findings, and will arrange for compensation, if due, to be issued or arrange for an adjustment to account to be processed.

10.4 Paisley Housing Association may offset any compensation payment against a tenant's rent arrears or rechargeable works. Where this is the case the tenant will be informed.

## **11.0 Financing any Compensation Payments**

11.1 Where the failure in service was the fault of the contractor, the Technical Officer will arrange for the contractor to pay the amount of the compensation payment as signed up to in the Contractors Standards & Code of Conduct document.

11.2 Payments for cases that are not attributable to the primary contractor will be met from the reactive repairs budget.

## **12.0 Disputes**

12.1 Any disputes arising between the tenant and the Association will be dealt with in accordance with the Association's Complaints Procedure.

12.2 The Complaints Policy is available in the office reception and to tenants on request.

12.3 Disputes by contractors about their liability to pay compensation will be dealt with in accordance with the Association's Contractor Standards and Code of Conduct.

## **13.0 Publicity about scheme**

13.1 Paisley Housing Association will remind tenants using one of its mailings once every year of the provisions of Right to Repair.

13.2 Leaflets giving details of the scheme will be available in the office reception, and copies will be sent to tenants on request.

13.3 Details about the scheme are on our web site.

## 14.0 Monitoring of Scheme

14.1 The Association will keep a record over the year of any confirmed failures with their PHA works order number, details of the repair, reason, and amount of compensation

14.2 Any disputes will be recorded through our complaints procedure and the Technical Manager will review this information to assess whether any revisions are required to how we administer the scheme.

## 15.0 Review

15.1 This Policy will be reviewed five years from the date of approval.

15.2 Consideration will be given to any changes in legislation, good practice or operational changes which may affect the content.

## **APPENDIX 1 RIGHT TO REPAIR LEGISLATION**

Table of qualifying repairs for which the Right to Repair (RTR) 1, 3 or 7 day statutory **maximum period** timescales apply.

Unsafe power or lighting sockets or electrical fittings RTR1 DAY	Loss or part loss of space or water heating if no alternative heating is available RTR1 DAY	Significant leaking or flooding from a water or heating pipe, tank or cistern RTR1 DAY
Loss of electrical power RTR1 DAY Part loss of electrical power RTR 3 DAY	Toilet not flushing where there is no other toilet in the house RTR1 DAY	Unsafe access path or step RTR1 DAY
Loss or part loss of gas supply RTR1 DAY	Blocked or leaking foul drains, soil stacks or toilet pans (if no other toilet in house) RTR1 DAY	Loose or detached banisters or handrails RTR3 DAY
A blocked flue to an open fire or boiler RTR1 DAY	A blocked sink, bath or drain RTR1 DAY	Unsafe timber flooring or stair treads RTR3 DAY
External windows, doors or locks which are not secure RTR1 DAY	Loss or part loss of (cold) water supply RTR1 DAY	A broken mechanical extractor fan in an internal kitchen or internal bathroom (no external window) RTR 7 DAY

## **APPENDIX 2 List of contractors**

The following contractors can be used as primary or secondary contractors by staff in arranging Right to Repair work.

Contractor Name	Trade
Property One	Multi trade
Alwurk Electrical	Electrician
Kilbarchan Maintenance Services	Plumbing and heating
McLaughlin Glaziers	Glazier