



Right to Repair Procedure

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Owner:	Jackie O'Neill	Job Title:	Head of Property Management
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Right to Repair Procedure

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1.0 Introduction

This procedure describes how we will deal with repairs that are designated as ‘qualifying repairs’ as defined in the statutory ‘Right to Repair 2001’ regulations.

This procedure should be read in conjunction with the Reactive Repairs procedure AM11a, and the Maintenance policy AM01.

1.1 Definition

Qualifying repairs are those listed in the appendix to the statutory regulations (see Appendix 1). They are repairs that have a bearing on the health, safety and welfare of tenants. The tenant has a statutory right to expect the repairs listed to be carried out within the timescales specified. Where a repair is not carried out within the target timescale, the tenant may be entitled to a compensation payment under the Regulations. A repair will not qualify for the scheme if the cost exceeds £350.00.

Where it is not initially clear whether the repair falls within the definition, advice should wherever possible be sought from the Head of Property Management (HOPM), before a works order is issued to a contractor.

1.2 Defects

In the context of this procedure a ‘defect’ is a repair to a building element or a fixture/fitting which is covered by a warranty from a supplier or contractor for a defined period (normally one year) – for example for a heating system replaced under a planned maintenance project.

For the purposes of the regulations these repairs are to be processed as for other repairs, except that the tenant will not be given a choice of alternative contractor.

2.0 Recording the Repair and Issuing the Works Order

2.1 Recording the repair

As part of the initial noting of the repair details, the member of staff receiving the report (normally the Maintenance Officer (MO)) will check the list of ‘qualifying repairs’ and, if the repair is on the list, will confirm this to the person reporting the repair and advise them what the target timescale for completion is.

If an inspection is needed, the timescale starts from when the work is issued to a Contractor, not from when the repair is first reported.

The MO will record the details of the repair in the same way as for any other repair, however, as part of this process the 'Right to Repair' tick box will be selected in the 'Log job for job' screen.

2.2 Issuing the works order

The MO will print off the works orders in accordance with current procedures. For Right to Repair orders, both the Contractor's copy and the tenant's copy will contain the phrase 'Right to Repair' and the target timescale in the designated field.

2.3 Issuing the acknowledgement copy to the tenant

The MO will include a copy of the Right to Repair information leaflet (Appendix 2) with the copy order sent to the tenant. The leaflet will include advice on what the tenant should do, and the possibility of a compensation payment, if the repair is not completed on time.

3.0 Monitoring of Repairs

3.1 Contractor feedback

Where the Contractor responds with information about the repair, in particular with a reason why the repair cannot be completed on time – such as no access gained at the agreed date/time, or awaiting specialist materials, the MO will note the reason(s) on Capita and continue to monitor the Contractor's progress.

Where an acceptable reason is given, the target repair time may be suspended and the MO will note this on the system.

3.2 Daily check

On a daily basis the MO will check the status of Right to Repair orders. Where a repair has not been attended to by the due date and no reason has been given, the MO will contact the Contractor for a reason and to find out when the repair may be completed.

The MO will ensure that relevant details, including any decision to suspend the target repair period, are added to the notes regarding the repair.

4.0 Repairs not attended to by the Due Date

4.1 Ensuring completion

Where the initial Contractor indicates that they will not be able to complete the repair within an acceptable time the MO, following consultation with the HOPM, may cancel the original

order and pass the work to another Contractor, having first confirmed that the other Contractor can complete the work without further delay.

In the remoter areas where there may not be a suitable alternative Contractor, the work may have to be left with the original Contractor. In this situation the original Contractor will be advised that any compensation due to the tenant under the Regulations will be deducted from their invoice. See appendix 4.

The MO will ensure that full details of any decisions are added to the system.

4.2 Calculating compensation

Following completion of the repair, and where it is agreed that compensation under the Regulations is due to the tenant, the MO will:

- Calculate any compensation due;
- Complete a cheque request for the amount due, for signature by the HOPM (see Appendix 3);
- Send the cheque with a letter of explanation, signed by the HOPM, to the tenant (see appendix 4 for a sample letter).

The MO will add details of the compensation paid to the repair notes.

4.3 Reclaiming compensation paid

Where the original Contractor completes the work and compensation is paid, the MO will ensure that, when processing the Contractor's invoice, the amount of compensation is deducted from the invoice amount, and that a letter confirming the action taken is produced and signed by the HOPM.

5.0 Equality Impact Assessment (E.I.A.)

There are no negative equality implications identified in relation to the revision of this document, consequently an E.I.A. has not been completed.

6.0 Data Protection Impact Assessment (D.P.I.A.)

The potential data protection assessment implications around the collection of personal data which has been identified in relation to the revision of this procedure has been addressed on the departmental D.P.I.A.

7.0 Implementation and Review

7.1 Implementation

The HOPM is responsible for ensuring that this procedure is implemented when required.

The HOPM will include a report on contractors' performance against Right to Repair response times targets as part of the regular reporting arrangements to each meeting of the Finance Sub-Committee.

7.2 Review

The HOPM will ensure that this procedure is reviewed at least every three years in line with the agreed review schedule

Appendix 1 – SCHEDULE

SAMPLE

DEFECTS & REPAIRS which are QUALIFYING REPAIRS and MAXIMUM TIME for COMPLETION

Defect or repair	Maximum time in working days from date immediately following the date of notification of qualifying repair, or inspection
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 basin	1
Electric power –	
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
Water supply –	
loss of water supply	1
partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

Appendix 2 – Right to Repair Leaflet

TENANTS RIGHT TO REPAIR SCHEME

The Right to Repair scheme was introduced by the government to make sure that all council and Registered Social Landlords tenants throughout Britain receive a good repairs service. We will pay compensation to tenants whenever a qualifying repair is not attended to within agreed response time.

Qualifying repairs and their response times are specified in the Housing (Scotland) Act 2001. These are listed below.

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

DEFECT MAXIMUM TIME

1. **Blocked flue to open fire or boiler 1 day**
2. **Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house 1 day.**
3. **Blocked sink, bath or basin 1 day**
4. **Complete loss of electric power 1 day**
5. **Partial loss of electric power 3 days**
6. **Insecure external window, door or lock 1 day**
7. **Unsafe access path/step 1 day**
8. **Leaks or flooding from water or heating pipes, tanks or Cisterns 1 day**
9. **Loss or partial loss of gas supply 1 day**
10. **Loss or partial loss of space or water heating, where no alternative heating is available 1 day.**
11. **Toilet not flushing where there is no other toilet in the house 1 day**
12. **Unsafe power or lighting socket, or electrical fitting 1 day**
13. **Complete loss of water supply 1 day**
14. **Partial loss of water supply 3 days**
15. **Loose or detached banister or handrail 3 days**
16. **Unsafe timber flooring or stair treads 3 days**
17. **Mechanical extractor fan in kitchen or bathroom not working 7 days**

When you report a repair, we will tell you if it qualifies under the Right to Repair Scheme, the maximum time in which the work should be completed in, the last day of the maximum time, details of the contractor carrying out the work and details of an alternative contractor. We will want to know when you can provide access to carry out the repair.

If the contractor fails to start work by the last day of the maximum time you have the right to contact an alternative contractor to carry out the repair. As soon as you do this, the alternative contractor will let us know and request a copy of the works order.

We will double check with the first contractor as to why he has not completed the work. **If it is because you failed to provide access within the response time then you will no longer qualify for this scheme.** If it is because materials are on order then you would qualify for compensation but the alternative contractor would not be able to carry out the repair. In all other cases you would be entitled to a compensation payment of £15.00 and we would issue a copy of the works order to the alternative contractor. If the alternative contractor fails to complete the work within the response time, then you will be entitled to a further £3.00 for every day he is late, up to a maximum of £100.00.

Appendix 3 – Compensation cheque request

SAMPLE

CHEQUE REQUEST

From: Name, Head of Property Management

To: Name, Finance Officer

Date:

Subject: **Right to Repair Regulations – Compensation**

Please provide a cheque made out to:

for the sum of: £

This amount is a compensation payment due to the above-named tenant as a result of a qualifying repair under the 'Right to Repair' Regulations not having been completed within the target timescale.

The payment is at the rate of £?? per day for ?? days.

Please code this payment to:

Name
Head of Property Management

Appendix 4 – Compensation letter

SAMPLE

[Date]

[Tenant name]
[Address 1]
[Address 2]
[Town]
[Postcode]

[Our reference]

Dear [Salutation]

Right to Repair – Compensation

I refer to the recent repair to your property. This repair was covered by the 'Right to Repair' regulations which state that certain specified repairs should be carried out within a set timescale, unless there are good reasons preventing this from happening.

Unfortunately your repair was not completed within the target timescale of [no. of days]. Under the terms of the regulations you are therefore entitled to receive a compensation payment.

The level of compensation is set by the Scottish Government at £[amount] for each day's delay, starting from the day after the date the repair should have been completed.

The number of days delay in this case was [no. of days]. The total compensation due is therefore £[total amount] and our cheque for this amount is enclosed.

Please accept my apologies on behalf of ARK housing Association for any inconvenience caused by the delay in completing this repair.

If you have any questions about anything in this letter, please contact me at the address below.

Yours sincerely

Name
Head of Property Management

TENANTS RIGHT TO REPAIR SCHEME

List of Defects and Repairs which are Qualifying Repairs, and the Maximum Timescales for Completion (DAYS)

- 1. Blocked flue to open fire or boiler. 1 DAY**
- 2. Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house. 1 DAY.**
- 3. Blocked sink, bath or basin. 1 DAY**
- 4. Complete loss of electric power. 1 DAY**
- 5. Partial loss of electric power. 3 DAYS**
- 6. Insecure external window, door or lock. 1 DAY**
- 7. Unsafe access path/step. 1 DAY**
- 8. Leaks or flooding from water or heating pipes, tanks or Cisterns.
1 DAY**
- 9. Loss or partial loss of gas supply. 1 DAY**
- 10. Loss or partial loss of space or water heating, where no alternative heating is available. 1 DAY**
- 11. Toilet not flushing where there is no other toilet in the house. 1 DAY**
- 12. Unsafe power or lighting socket, or electrical fitting. 1 DAY**
- 13. Complete loss of water supply. 1 DAY**
- 14. Partial loss of water supply. 3 DAYS**
- 15. Loose or detached banister or handrail. 3 DAYS**
- 16. Unsafe timber flooring or stair treads. 3 DAYS**

**17. Mechanical extractor fan in kitchen or bathroom not working. 7
DAYS**