# Ruchazie Logo

**Right to Repair Policy**

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| **Date of Policy** | **November 2012** |
| **Reviewed** | **April 2019** |
| **Revised policy approved** | **May 2019** |
| **Date for review** | **May 2022** |
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| **Due for review** | **February 2025** |

**THE TENANT’S RIGHT TO REPAIR**

**INTRODUCTION**

The Housing (Scotland) Act 2001 introduced the Tenant’s Right to Repair on

30 September 2002. This facility allows tenants to call out one of the Association’s Approved Contractors if a qualifying repair is not carried out on time. The legal reference is the Scottish Secure Tenants (Right to Repair) Regulations 2002 (Scottish Statutory Instrument 2002/316).

Appendix 1 outlines the list of repairs, which are qualifying repairs, and maximum timescales for completion. This is called the Right to Repair Scheme. The scheme covers certain repairs up to the value of £350. These repairs are known as “qualifying” repairs.

**OPERATION OF THE SCHEME**

The Right to Repair period starts on the first working day after,

**Either,**

The date the Association receives the qualifying repair request from the tenant

**Or**

Where the Association requires to inspect the property, the date of the inspection

If the Association’s Contractor notified of the qualifying repair has not started the qualifying repair by the last day of the Right to Repair period, tenants have the right to instruct the work themselves, provided they use the alternative contractor, whose details would have been given to the tenant at the time of reporting the repair on the repairs receipt issued.

In the case where tenants are required to contact the alternative contractor they will be entitled to compensation.

**Procedure**

On receipt of a repair request for a qualifying repair we will advise the tenant of the following:

• Whether the repair is a qualifying repair.

• The maximum time in which the repair should be completed

• The last day of the maximum period

• The effect of this policy

• The name, address and telephone number of the main contractor and details of at least one other contractor from the list of contractors we hold.

We will also ask when access is available to carry out the repair.

We will issue the tenant with a repairs receipt which will confirm details of the qualifying repair, the response time and the name and addresses of the contractor and alternative contractor and the access arrangements.

It may be necessary for us to carry out an inspection to determine whether a qualifying repair is involved. We will:

• Advise the tenant that the repair may be a qualifying repair and the effect of this policy

• Obtain access arrangements

• Complete the inspection within 3 working days

When a repair is a qualifying repair, we will issue a works order to our main contractor with the following information:

• That a qualifying repair is involved

• The maximum time within which the qualifying repair is to be completed

• The last day of the maximum time

• The arrangements for access

**Failure to Provide Access**

If the tenant fails to provide access to the house for the purpose of allowing the qualifying repair to be inspected or carried out, then this policy ceases to apply.

The Property Management Assistant or Contractor will always leave a calling card when no access has been gained.

**Exclusions**

There will be times when circumstances beyond our control will prevent the repair from being carried out within the maximum response time, for example severe weather, or the non-availability of special parts or materials. In such cases we will suspend the calculation of the maximum time and will inform the tenant when such suspension is in place. However, the calculation of the maximum time will start again when the reason for the suspension has been resolved.

Other circumstances where the Right to Repair will not apply which must be notified to tenant include where:

* The repair is not a qualifying repair
* The deadline has not been reached
* The repair has not firstly been notified to the Association

There will also be times when a repair is ‘made safe’ and the contractor will have to return at a later date to finish the work. The completion date will be taken as the day the repair was ‘made safe’ for the purposes of this scheme.

**Instructing an Alternative Contractor**

If our main contractor has not started the qualifying repair by the last day of the right to repair period, the tenant has the right to instruct the work themselves, provided they use the alternative contractor, whose details would have been given at the time of report the repair on the repairs receipt issued. However this will not apply if it infringes upon the terms of a guarantee for work done or materials supplied.

As soon as the alternative contractor receives instruction from the tenant, the contractor will contact us to let us know and we will provide a copy of the works order. We will let the contractor know the number of working days in the maximum period.

Where tenants wrongly call out the alternative Contractor any additional cost to the repair will become rechargeable. This will be made clear to tenant when the repair is reported.

**Compensation**

If we fail to carry out an inspection within three working days or delay ordering a repair, we will pay the tenant £15.00 compensation.

If our main contractor fails to start work by the last day of the right to repair period, we will pay the tenant compensation of £15.00 plus £3.00 per for every working day the repair remains outstanding, up to a sum of £100.

We will pay compensation automatically; a tenant does need not apply.

**Exemptions to the Scheme**

The compensation scheme does not apply:

• Where the tenant has failed to provide access to carry out the repair or inspection

• To communal parts of the property

• Where the repair affects something to which a contractual guarantee applies in terms of either labour or materials, i.e. within contractual defects liability period

• Where we are not responsible for the repair

**Provision of Information**

We will advise our tenants in writing each year of the provisions of this policy and of the list of contractors prepared to carry out repairs.

**Monitoring**

The Management Committee will monitor this scheme through monthly reports.

**Review of Policy**

This policy will be reviewed every three years or earlier if there are any changes to legislation.