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RIGHT TO REPAIR POLICY

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1. Background

The Housing (Scotland) Act 2001 introduced the new Right to Repair for all Scottish Secure Tenants. The right to repair became effective from the implementation date of the Scottish Secure Tenancy Agreement on 30th September 2002.

2. Introduction

The right to repair regulations prescribe qualifying repairs for which the Association could be penalised for not attending to within laid down timescales and details the amount of compensation afforded a tenant. It further allows for the tenant to engage a contractor, from the Association's approved contractors list, to complete the repair and charged to the Association. In accordance with the regulations the Association will advise all tenants, in writing, on an annual basis of the Association's policy and procedures relating to the right to repair.

3. Remit of Policy

This policy is intended to fulfil the statutory obligations as laid out in the regulations to the Act and to set out the procedural elements to administer the regulation. Where a fitment requires to be replaced, this policy shall not apply.

4. Qualifying Repair

The regulation contained within the Scottish Statutory Instrument 2002 No. 316 specifies what is meant by a 'qualifying repair' together with the maximum time scale allowed for effecting a repair or inspection.

Undernoted is the list of all 'qualifying repairs' and the expected timescales:-

4.1 Table: Response Times

| DEFECT | MAXIMUM PERIOD IN WORKING DAYS |
|---|---------------------------------------|
| Blocked flue to open fire or boiler | 1 |
| Blocked or leaking foul drains, soil stacks or w.c. where there is no other w.c. 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 |
| W.C. not flushing where there is no other W.C. in 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 |

4.2 Suspension of maximum period

- (i) In exceptional circumstances the Association will suspend the maximum period allowed where any delay in effecting a repair is or would be beyond the control of either the Association or the Association's main contractor, an example would be a power failure where responsibility rests with an external agency etc.
- (ii) The suspension of the maximum allowable period will **not** apply in the event that a replacement is required.

4.3 List of Contractors

The association maintains a list of approved contractors on our Repairs & Maintenance Framework which is made available to all tenants reporting a qualifying repair on request.

4.4 Maximum Payment to Contractor

There will be a maximum amount payable of £350.00 in respect of any one qualifying repair. The Association will make payment of any sum up to and including the maximum level directly to the contractor responsible for effecting the repair.

4.5 Tenant Compensation

Where a repair has not been carried out by the last day of the allotted period, the Association will make payments to the tenant in accordance with the regulations. The amounts of compensation payable are:-

| | |
|--|---------|
| Work not completed within the period | £ 15.00 |
| Daily rate thereafter until completion | £ 3.00 |
| Maximum payment | £100.00 |

5. Procedure for carrying out a qualified repair

- 5.1 When a report of a qualifying repair is received, the Association will decide whether an inspection is required or a works order be issued to the main contractor (in most cases, the in-house team).
- 5.2 Where the repair has been identified as a qualifying repair, the association will advise the tenant of the following:-
- (a) the maximum period for completion of the repair;
 - (b) the last day of the period;
 - (c) the tenant's rights under this policy; and
 - (d) the name, address and telephone number of the main contractor (again, in most cases it should be the in-house team and therefore the office details should be given) and one other contractor from the Association's list of approved contractors.
- 5.3 Where the repair has been identified as a qualifying repair, the Association will advise the main contractor of the following:-
- (a) details of the qualifying repair
 - (b) the maximum period for completion of the repair;
 - (c) the last day of the period; and
 - (d) access arrangements

5.4 **Failure to provide access**

Where a tenant fails to give agreed access to the main contractor to enable the work to be carried out, the qualifying repair will be cancelled and the right to instruct any other contractor will be suspended. The tenant will not be entitled to receive any form of compensation from the association should any qualifying repair be cancelled as a result of failed access.

5.5 **Instructing other contractors**

- a) In the event that a qualifying repair has not been started by the last day of the maximum period, the tenant can instruct one of the approved contractors to carry out the repair.
- b) Upon receipt of the instruction from the tenant, the contractor will inform the Association of the instruction.
- c) The Association will provide the contractor with a copy of the works order.
- d) The Association will advise the contractor of the maximum number of working days for completion of the repair.
- e) Upon completion, the contractor shall invoice the Association for the cost of the repair which shall not exceed the maximum allowable sum as contained in paragraph 4.4 above.

6. DATA PROTECTION

MHA controls the personal information that we collect, this means that we are legally responsible for how we collect, hold and use personal information. It also means that we are required to comply with the General Data Protection Regulations (GDPR) when collecting, holding and using personal information.

