

RIGHT TO REPAIR POLICY & PROCEDURE

APPROVED	29 NOVEMBER 2022
DATE OF NEXT REVIEW	25 NOVEMBER 2025

1. INTRODUCTION

1.1 The Association is required by statute to have a Right to Repair Policy in place in terms of The Scottish Secure Tenants (Right to Repair) Regulations 2002 which were made on 26th June, 2002 and came into effect on 30th September, 2002.

1.2 There are 14 Regulations related to the Right to Repair;

Regulation 1	Start date of Regulations, 30 September 2002
Regulation 2	Interpretation of the Act and Regulations
Regulation 3	“A tenant of an RSL shall be entitled to have a qualifying repair carried out to that tenant’s house, subject to and in accordance with these regulations.”
Regulation 4	Specifies the landlord for the purposes of the Act - Local Authority - Registered Social Landlord (RSL) - Scottish Water
Regulation 5	Maximum amount payable £350 by the landlord for the work.
Regulation 6	Qualifying Repair – what is a QR
Regulation 7	List of Contractors – landlord to maintain a list
Regulation 8	Procedures for notification of and carrying out qualifying repairs
Regulation 9	Failure to provide access
Regulation 10	Maximum period – in which QR should be completed
Regulation 11	Instructing another listed contractor
Regulation 12	Compensation to tenant from landlord
Regulation 13	Suspension of maximum period
Regulation 14	Providing information about these regulations

2. QUALIFYING REPAIRS - REGULATION 6

2.1 A qualifying repair for the purposes of Section 27 of the Act is a repair to a property subject to a Scottish Secure Tenancy or a Short Scottish Secure Tenancy. The repair must be the responsibility of the landlord and a list of qualifying repairs is appended (Appendix 1).

3. LIST OF CONTRACTORS - REGULATION 7

3.1 The Association will retain and make available to a tenant a list of contractors, including the primary contractor, where the Association has not completed the work within the specified timescale.

4. MAXIMUM AMOUNT PAYABLE - REGULATION 5

4.1 In respect of any single qualifying repair, the Association will pay for the work as carried out up to a maximum of £350.

5. PROCEDURE FOR NOTIFICATION OF AND CARRYING OUT OF QUALIFYING REPAIRS – REGULATION 8

- 5.1 The tenant reports a qualifying repair to the Association.
- 5.2 The Association will advise the tenant if the repair is a qualifying repair.
- 5.3 If the Association assesses that an inspection is carried out to ascertain whether the repair is a qualifying repair, an inspection will take place prior to committing the repair as a qualifying repair within the terms of the Regulations.
- 5.4 Where a repair is a qualifying repair, the Association will advise the tenant and agree access arrangements. The tenant will also be advised of:
- the maximum period within which the qualifying repair is to be completed
 - the last day of that period
 - the effect of these Regulations
 - the name, address, and telephone number of the primary repair contractor and at least one other list contractor from the Association's approved list. A list of approved contractors is appended to the policy (Appendix 2).
- 5.5 Where the repair is a qualifying repair, the Association shall issue a works order to the primary contractor and provide details of:
- the qualifying repair
 - the period within which it is to be completed
 - the last day of the maximum period
 - access arrangements

6. FAILURE TO PROVIDE ACCESS – REGULATION 9

Where a tenant fails to provide access to the property for the purpose of allowing the qualifying repair to be carried out or inspected, and the tenant has been given a reasonable opportunity to do so, the procedure under regulation 8 shall be cancelled and the provisions of regulations 10 – 13 shall cease to apply.

7. MAXIMUM PERIOD – REGULATION 10

- 7.1 The maximum period within which a qualifying repair is to be completed is specified in Appendix (1).
- 7.2 The maximum period shall start on the first working day after:
- The date when the repair was notified to the Association.
 - The date of inspection where the Association inspected the property under regulation 8(a) (5.3 above).

8. INSTRUCTING ANOTHER LISTED CONTRACTOR- REGULATION 11

- 8.1 Where the primary contractor notified of the qualifying repair has not started that repair by the last day of the maximum period, the tenant may instruct another listed contractor to carry out the qualifying repair.
- 8.2 As soon as the other listed contractor receives the instruction from the tenant, that contractor shall inform the landlord that it has been so instructed and shall be entitled on request to obtain a copy of the works order from the Association.
- 8.3 When the Association receives notification from the other listed contractor, we shall let the contractor know the number of working days in the maximum period.
- 8.4 The procedure outlined in this section does not apply if it would infringe the term of a guarantee for work done or materials supplied of the which the Association has the benefit.

9. COMPENSATION – REGULATION 12

- 9.1 Where the primary contractor has failed to carry out the qualifying repair by the last day of the maximum period the Association shall pay to the tenant a sum of compensation.
- 9.2 The amount of compensation shall be the sum of:
- **£15;** and
 - **£3** for every working day commencing on the day after the last day of the maximum period had applied to the other listed contractor and has started on the day after the day of receipt of instruction and ends on the day on which the qualifying repair is completed.
- 9.3 The maximum amount of compensation payable is **£100**.

10. SUSPENSION OF MAXIMUM PERIOD – REGULATION 13

- 10.1 Where circumstances of an exceptional nature beyond the control of the Association or the contractor which prevent the repair being carried out.
- 10.2 The Association will inform the tenant of any suspension of the running of the maximum period.

11. PROVISION OF INFORMATION RELATING TO RIGHT TO REPAIR REGULATIONS- REGULATION 14

- 11.1 The Association shall let its tenants know in writing once every year of the provisions of these regulations including the list of contractors prepared to carry out qualifying repairs.

12. POLICY REVIEW

The policy will next be reviewed by the Management Committee on 25 November 2025 or at an earlier date if there is any material legislative or regulatory changes.

13. RECOMMENDATION

The Management Committee are requested to have read and agree to the adoption of the reviewed policy on the Right to Repair.

APPENDIX (1) QUALIFYING REPAIRS IN TERMS OF RIGHT TO REPAIR POLICY

Qualifying Repair	Maximum period to complete repair following date of notification
• Blocked flue to open fire or boiler	1 working day
• Blocked or leaking foul drains, soil stacks or w.c. bowls where there is no other w.c. in the property	1 working day
• Blocked sink, bath or drain	1 working day
• Loss of electric power *	1 working day
• Insecure external window, door or lock	1 working day
• Unsafe access step or path	1 working day
• Significant leaks or flooding from water or heating pipes, tanks, cisterns	1 working day
• Loss or partial loss of gas supply	1 working day
• Loss or partial loss of space or water heating where no alternative heating is available	1 working day
• w.c. not flushing where there is no other w.c. in the house	1 working day
• Unsafe power or lighting socket or electrical fitting	1 working day
• Loss of water supply *	1 working day
• Partial loss of water supply *	3 working days
• Partial loss of electric power	3 working days
• Loose or detached banister or handrail	3 working days
• Unsafe timber flooring or stair treads	3 working days
• Mechanical extractor fan in internal kitchen or bathroom not working	7 working days

* Not applicable where problem is the responsibility of public utility company.

RIGHT TO REPAIR PROCEDURE

1. Is repair a qualifying repair?
2. Advise tenant accordingly.
3. If YES, then advise tenant of maximum period when the repair is to be completed. Notify using RTR SL(1).
4. Is an inspection required to determine if it is a qualifying repair?
5. If YES, arrange a suitable access date and time.
6. If the work is classified as a qualifying repair, then advise the tenant of the maximum period within which the repair is to be completed.
7. If the tenant fails to provide access for the purpose of inspection then regulation 8 is cancelled. Notify tenant using RTR SL(2).
8. Record repair on Right to Repair analysis sheet.
9. Notify primary contractor using RTR SL(3).
10. If repair not completed within the maximum period then advise the tenant of alternative contractor(s).
11. When an alternative contractor contacts the Association instruct the work using RTR SL(4).
12. On receipt of a tenant's claim for compensation, calculate the level of compensation payable and notify the tenant using RTR SL(5).
13. Instruct Finance Manager to issue a cheque or pay by faster payment using bank details provided by the tenant using RTR SL(6).
14. Prepare quarterly reports for the Management Committee detailing the number of qualifying repairs completed outwith the maximum period and highlight the level of compensation claimed and paid.

RTR SL(1)

**KINGSRIDGE CLEDDANS HOUSING ASSOCIATION
QUALIFYING REPAIRS UNDER THE SCOTTISH SECURE TENANTS (RIGHT TO
REPAIR) REGULATIONS 2002**

NOTIFICATION TO TENANT

NAME: _____

ADDRESS: _____

JOB NO. + DATE OF NOTIFICATION: _____

DESCRIPTION OF REPAIR:

ACCESS ARRANGEMENTS: _____

DATE WHEN REPAIR TO BE COMPLETED: _____

If the repair is not completed by this date, you will be entitled to compensation and can refer the qualifying repair to another contractor from our approved list. Information on approved contractors is issued on an annual basis or can be obtained on request by contacting the office.

Requests for compensation must be submitted in writing to the Association's office.

RTR SL(2)

Dear

POST INSPECTION VISIT FOR ASSESSMENT OF QUALIFYING REPAIR

I refer to the above inspection visit which was arranged for _____ in agreement with yourself.

No one was available to give access as agreed and in accordance with our Right to Repair Policy, I must advise you that the procedure under Regulation 8 of the Scottish Secure Tenants (Right to Repair) Regulations 2002 (Procedure for notification of and carrying out qualifying Repairs) has now been cancelled in accordance with the legislation.

The provisions outlined in regulations 10 – 13 of the legislation relating to:

- The maximum period
- Instructing another listed contractor
- Compensation
- Suspension of maximum period

now cease to apply.

I trust this clarifies our position on the matter.

Yours faithfully

RTR SL(5)

Dear

RIGHT TO REPAIR: REQUEST FOR COMPENSATION

I refer to your recent request for compensation in terms of the qualifying repairs under The Scottish Secure Tenants (Right to Repair) Regulations 2002.

You are entitled to compensation of £ _____ as a result of the Association's failure to carry out your qualifying repair (job no. _____) within the maximum period within which the repair should have been completed.

A breakdown of how your compensation has been calculated is appended.

I have instructed the Finance Manager to issue a cheque for the appropriate amount and this will be sent to you in due course. Alternatively you may request payment by faster payment direct to your nominated bank account, simply contact the office and supply us with your sort code and account number.

Yours sincerely

RIGHT TO REPAIR: CALCULATION FOR COMPENSATION

- £15 flat payment in respect of failure to complete the qualifying repair within the maximum period.
- Date when repair should have been completed _____
- Date repair completed by other listed contractor _____
- Number of working days to complete the repair _____ working days @ £3 per day
Starting from the day after the last day of the maximum period.

FROM: OFFICE ADMINISTRATOR

TO: FINANCE MANAGER

DATE _____

**SUBJECT: CHEQUE REQUEST FOR COMPENSATION UNDER SCOTTISH SECURE
TENANTS (RIGHT TO REPAIR) REGULATIONS 2002**

TENANT: _____

ADDRESS: _____

Can you please issue a cheque to the above named tenant in respect of compensation payment in terms of the Right to Repair Regulations.

A breakdown of how compensation has been calculated is appended for information.

KINGSRIDGE CLEDDANS HOUSING ASSOCIATION

**QUALIFYING REPAIRS REPORT
RIGHT TO REPAIR REGULATIONS 2002**

QUARTER _____

FROM _____ TO _____

1. Number of qualifying repairs reported
 - Number completed within timescale
 - Number referred to alternative contractor
 - Number of compensation claims issued
 - Amount of compensation paid
 - @ flat rate of £15
 - @ £3 per day

RTR SL(6)

Dear

QUALIFYING REPAIR:

REPAIR NUMBER:

I refer to the above qualifying repair which was arranged for _____ in agreement with yourself.

No one was available to give access as agreed and in accordance with our Right to Repair Policy I must advise you that the procedure under Regulation 8 of the Scottish Secure Tenants (Right to Repair) Regulations 2002 (Procedure for notification of and carrying out qualifying Repairs) has now been cancelled in accordance with the legislation.

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