

**KINGSRIDGE CLEDDANS HOUSING ASSOCIATION**

**RIGHT TO REPAIR POLICY & PROCEDURE**



**Kingsridge**

HOUSING ASSOCIATION LIMITED

**Policy reviewed  
By Management Committee  
On 28<sup>th</sup> November 2017  
Review date: November 2020**

## **1. INTRODUCTION**

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 26<sup>th</sup> June, 2002 and came into effect on 30<sup>th</sup> September, 2002.

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.

## **2. QUALIFYING REPAIRS**

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).

The maximum period within which a qualifying repair is to be completed is specified in Appendix (1).

The maximum period shall start on the first working day after:

- The date when repair was notified to the Association.
- The date of inspection where the Association inspected the property under regulation 8(a).

## **3. PROCEDURE FOR NOTIFICATION OF AND CARRYING OUT OF QUALIFYING REPAIRS**

3.1 Tenant reports a qualifying repair to the Association.

3.2 The Association will advise the tenant if the repair is a qualifying repair.

3.3 If Association is unable to advise over phone or at counter an inspection will be arranged to ascertain whether repair is a qualifying repair.

3.4 Where repair is a qualifying repair, the Association will advise the tenant and make access arrangements. The tenant will also be advised of:

- the maximum period within which 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 Associations approved list. A list of approved contractors is appended to the policy (Appendix 2).

3.5 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

#### **4. FAILURE TO PROVIDE ACCESS**

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.

#### **5. INSTRUCTING ANOTHER LISTED CONTRACTOR**

5.1 Where the 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.

5.2 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.

5.3 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.

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.

#### **6. COMPENSATION**

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.

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.

The maximum amount of compensation payable is £100.

7. **PROVISION OF INFORMATION RELATING TO RIGHT TO REPAIR REGULATIONS**

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.

8. **POLICY REVIEW**

The policy was reviewed and approved by the Management committee at a meeting held on 28<sup>th</sup> November, 2017. The policy will be reviewed in November 2022 or sooner if required by a change in legislation or best practice.



**Kingsridge**

HOUSING ASSOCIATION LIMITED



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

<b>Qualifying Repair</b>	<b>Maximum period to complete repair following date of notification</b>
<ul style="list-style-type: none"> <li>Blocked flue to open fire or boiler</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Blocked or leaking foul drains, soil stacks or w.c. bowls where there is no other w.c. in the property</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Blocked sink, bath or drain</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Loss of electric power *</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Partial loss of electric power</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Insecure external window, door or lock</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Unsafe access step or path</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Significant leaks or flooding from water or heating pipes, tanks, cisterns</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Loss or partial loss of gas supplier *</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Loss or partial loss of space or water heating where no alternative heating is available</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>w.c. not flushing where there is no other w.c. in the house</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Unsafe power or lighting socket or electrical fitting</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Loss of water supply *</li> </ul>	1 working day
<ul style="list-style-type: none"> <li>Partial loss of water supply *</li> </ul>	3 working days
<ul style="list-style-type: none"> <li>Loose or detached banister or hand rail</li> </ul>	3 working days
<ul style="list-style-type: none"> <li>Unsafe timber flooring or stair treads</li> </ul>	3 working days
<ul style="list-style-type: none"> <li>Mechanical extractor fan in internal kitchen or bathroom not working</li> </ul>	7 working days

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

### **APPENDIX (3) GLOSSARY OF TERMS USED IN POLICY**

- The Act means the Housing (Scotland) Act 2001
- Regulations means the provisions contained within the Scottish Secure Tenants (Right to Repair) Regulations 2002
- Maximum period means the period within which a qualifying repair is to be completed
- Primary contractor means the contractor most frequently employed by the Association to carry out qualifying repairs
- Qualifying means a repair specified in appendix (1) to the policy
- Working day means a day which is not a Saturday or a Sunday, Christmas Eve, Christmas Day, Good Friday, a Bank Holiday or a day appointed for public thanksgiving or mourning or any day on which the Association's office is closed by virtue of a local holiday



**Kingsridge**

HOUSING ASSOCIATION LIMITED

## **RIGHT TO REPAIR PROCEDURE**

1. Is repair a qualifying repair?
2. Advise tenant accordingly.
3. If YES then advise tenant of maximum period when repair is to be completed. Notify using RTR SL(1).
4. Is and inspection required to determine if it is a qualifying repair?
5. If YES arrange a suitable access date and time.
6. If classified as a qualifying repair then advise tenant of maximum period when repair is to be completed.
7. If tenant fails to provide access for purpose of inspection then regulation 8 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 maximum period then advise tenant of alternative contractor.
11. When alternative contractor contacts Association then instruct repair using RTR SL(4).
12. On receipt of tenants claim for compensation, calculate level of compensation payable and notify tenant using RTR SL(5).
13. Instruct Finance Manager to issue cheque using RTR SL(6).
14. Prepare quarterly reports for committee detailing number of qualifying repairs completed outwith maximum period and highlighting level of compensation payable.

HOUSING ASSOCIATION LIMITED



**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.

HOUSING ASSOCIATION LIMITED  
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

HOUSING ASSOCIATION LIMITED

RTR SL(3)

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

**NOTIFICATION TO REPAIR CONTRACTORS**

**DATE:** \_\_\_\_\_

You are hereby notified that the attached repair

Job Number: \_\_\_\_\_

Name: \_\_\_\_\_

Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is a qualifying repair under the terms of the above regulations.

This repair requires to be completed by \_\_\_\_\_ which is the last day of  
the qualifying period within which the repair must be completed.

Access has been arranged for: Date \_\_\_\_\_

Time \_\_\_\_\_

---

**TO BE COMPLETED BY CONTRACTOR**

Date notification received \_\_\_\_\_

Date attended \_\_\_\_\_

Access available Yes  No

Date repair completed \_\_\_\_\_

Signed \_\_\_\_\_ (Tradesman)

Print Name \_\_\_\_\_

RTR SL(4)

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

**NOTIFICATION OF ANOTHER LISTED CONTRACTOR**      **DATE:** \_\_\_\_\_

You are hereby notified that the attached repair

Job Number: \_\_\_\_\_

Name: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is a qualifying repair under the terms of the above regulations.

This repair requires to be completed by \_\_\_\_\_ which is the last day of  
the qualifying period within which the repair must be completed.

Access has been arranged for:      Date \_\_\_\_\_

Time \_\_\_\_\_

---

**TO BE COMPLETED BY CONTRACTOR**

Date notification received \_\_\_\_\_

Date attended \_\_\_\_\_

Access available      Yes       No

Date repair completed \_\_\_\_\_

Signed \_\_\_\_\_ (Tradesman)

Print Name \_\_\_\_\_

**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.

Yours sincerely

**Kingsridge**

HOUSING ASSOCIATION LIMITED

**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 repair \_\_\_\_\_ working days @ £3 per day  
Starting from the day after the last day of the maximum paid



**Kingsridge**

HOUSING ASSOCIATION LIMITED

**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**

HOUSING ASSOCIATION LIMITED

**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



**Kingsridge**

HOUSING ASSOCIATION LIMITED



**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.

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

HOUSING ASSOCIATION LIMITED