



<b>Name of Policy</b>	<b>Right to Repair</b>
<b>Responsible Officer</b>	<b>Asset Officer</b>
<b>Date approved by Committee</b>	<b>27 January 2026</b>
<b>Date of next Review</b>	<b>January 2029</b>
<b>Section</b>	<b>Asset Management</b>

## **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 26<sup>th</sup> June 2002 and came into effect on 30<sup>th</sup> 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 <ul style="list-style-type: none"><li>- Local Authority</li><li>- Registered Social Landlord (RSL)</li><li>- Scottish Water</li></ul>
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 If the Association assesses that an inspection is required 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.
- 5.3 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).
- 5.4 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 be reviewed following any fundamental changes in law or on a 3 yearly basis.

**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.