



## RIGHT TO REPAIR POLICY

### POLICY NO. 46

<b>Date Reviewed:</b>	November 2023
<b>Date of Next Review:</b>	November 2028
<b>Regulatory Standards of Governance and Financial Management</b>	<p><b>Regulatory Standard 1:</b></p> <p><i>The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</i></p> <p><b>Guidance: 1.3</b></p> <p><b>Regulatory Standard 2:</b></p> <p><i>The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</i></p> <p><b>Guidance: 2.1; 2.2</b></p> <p><b>Regulatory Standard 3:</b></p> <p><i>The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.</i></p> <p><b>Guidance: 3.1</b></p>

## **1. INTRODUCTION**

- 1.1** The objective of the scheme is to enable tenants to get certain urgent repairs (qualifying repairs) carried out within a specified time at no cost to them. Where the Association has failed in its duty to have a qualifying repair carried out within the specified time, the tenant may be entitled to claim compensation.
- 1.2** This Policy has been drafted to meet the requirements of the Housing (Scotland) Act 2001 ; The Scottish Secure Tenants (Right to Repair) Regulations 2002 (legislation.gov.uk); and also refers to Clause 5.22 of the Scottish Secure Tenancy Agreement.

## **2. QUALIFYING REPAIRS**

- 2.1** The scheme covers repairs up to the value of £350 that may affect the health, safety or security of the tenant if not carried out within a short period of time.
- 2.2** The scheme applies to the defects listed in Appendix 1 and must be completed within the specified times.
- 2.3** The scheme does not apply:
- Where the tenant has failed to provide access to carry out the repair or pre-inspection.
  - To repairs which are not the Association's responsibility.
  - If the repair falls within a defects liability period or a contractual guarantee and is therefore the responsibility of a contractor.
  - To repairs which may involve a recharge to the tenant.
  - During times of severe weather conditions, fire or flood
  - Where the repair has been made safe awaiting specialist components or a specialist contractor
  - Where a temporary repair has been carried out within the agreed period of time
- 2.4** There may occasionally be circumstances under which it is not possible for the Association, or the contractor to do the repair within the maximum period. In such cases, temporary arrangements may be necessary to extend the time and the Association will notify the tenant of this.

## **3. COMPENSATION**

- 3.1** Compensation must be paid automatically to the tenant. The tenant does not need to claim compensation but must inform the Association that the repair was not carried out within the specified period of time.

- 3.2** Following notification, the Association will determine whether or not the contractor has completed the work. This may be by contacting the contractor or inspecting the repair.
- 3.3** Once it has been established that the repair was not completed by the end of the specified time, the tenant will be entitled to a compensatory payment at the flat rate of £15.
- 3.4** The other contractor has the same length of time, (starting from the time reported to them) to carry out the repair as the Association's primary contractor. If they fail to carry out the repair within the time limit set, the tenant will be entitled to a further £3 compensation for each working day until the repair is complete.
- 3.5** The payment for each repair not completed within the specified time is compensation for the inconvenience caused. This will be subject to a maximum compensation payment of £100.
- 3.6** The compensation payment will automatically be credited to any arrear on the tenants rent account. Tenants not in arrears will be entitled to receive the compensatory payment by cheque or bank transfer.
- 3.7** The Association will let their tenants know at least on an annual basis of the Right to Repair scheme and of the qualifying repairs.

#### **4. MONITORING**

- 4.1** The Association will maintain records of information about:
- Approved contractors including the primary contractor(s) for each trade.
  - The number of qualifying repairs carried out by each contractor.
  - The number of qualifying repairs not completed within the specified time limit.
  - The amounts of compensation paid.
  - The types of repairs subject to claims for compensation
- 4.2** The details of the contractors' performance and the amount of compensation awards will be reported to the Board of Management on a quarterly basis.

#### **5. APPEALS PROCEDURE**

Where a Right to Repair decision is disputed, a written appeal should be made within 28 days of receiving the decision.

The Housing Manager will review the decision and if it is upheld, written reasons will be given. If there has been a procedural failure or factual

error that justifies reversing the decision, the tenant's appeal will be upheld.

If, following an appeal the tenant is still dissatisfied, recourse can be sought through the Association's Complaints Handling Procedure.

## **6. OUR COMMITMENT TO EQUALITY & DIVERSITY**

Glen Housing Association is committed to promoting fair and equal treatment for all and is opposed to any form of unlawful discrimination. We operate an Equality & Diversity Policy which informs all aspects of our business and ensures we adhere to the Equality Act 2010.

In line with our commitment and upon request, the Association can make this Policy available, free of charge, in a variety of alternative formats including large print, audio, Braille and community languages.

## **7. GENERAL DATA PROTECTION REGULATIONS**

The Association will treat all personal data in line with its obligations under the current data protection regulations and its own Privacy Policy. Information regarding how personal data will be used and the basis for processing it is provided in the Association's Fair Processing Notice.

## **8. POLICY REVIEW**

This Policy will be reviewed on a five yearly basis unless there is a requirement to review earlier in response to new legislation/policy guidance. Reviews will consider changes to legislation, regulations, performance standards and good practice.