

## Pentland Housing Group

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| <b>Name</b>  | Right to Repair  |
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## **Pentland Housing Association Ltd**

### **Right to Repair Policy**

#### **1. Introduction**

- 1.1 From 30 September 2002, under the Housing (Scotland) Act 2001, Scottish secure tenant and short Scottish secure tenants have the right to have small urgent repairs carried by their landlord within a given timescale. This is called the right to repair scheme. The purpose of the Right to Repair Policy is to meet the Association's statutory obligations, and to ensure that tenants receive an excellent repairs service with the additional safeguard of receiving compensation where the service does not comply with agreed standards.

#### **2. Qualifying Right to Repair Work**

- 2.1 In line with the Scottish Secure Tenants (Right to Repair) Regulations 2002, the Association's tenants are entitled to have a qualifying repair carried out in their property within certain timescales. Examples of qualifying repairs are as follows.

- Unsafe power or lighting sockets or electrical fittings (**1 day**)
- Loss of electric power (**1 day**) or part loss of electric power (**3 days**)
- Loss or part loss of gas supply (**1 day**)
- A blocked flue to an open fire or boiler (**1 day**)
- External windows, doors or locks which are not secure (**1 day**)
- Loss or part loss of space or water heating if no alternative is available (**1 day**)
- Toilets which do not flush (if there is no other toilet in the house) (**1 day**)
- Blocked or leaking foul drains, soil stacks, or toilet pans (if there is no other toilet in the house) (**1 day**)
- A blocked sink, bath or basin (**1 day**)
- Loss of water supply (**1 day**) or partial loss of water supply (**3 days**)
- Significant leaking or flooding from a water or heating pipe, tank or cistern (**1 day**)
- Unsafe rotten timber flooring or stair treads (**1 day**)
- Unsafe access to a path or step (**1 day**)
- Loose or detached banisters or handrails (**3 days**)
- A broken mechanical extractor fan in a kitchen or bathroom which has no external window or Door (**7 days**)
- All repairs have a timescale as set down by law and not Pentland Housing Association

- 2.2 The maximum repair period is in working days from the date immediately following the date of notification of a qualifying repair or inspection.

- 2.3 The Association may require to carry out an inspection of a repair to ascertain whether the repair is a qualifying repair. In these circumstances the maximum period does not commence till after the inspection has been carried out.

- 2.4 The Association shall let the tenant know whether the repair is a qualifying repair and make arrangements for access with the tenant.
- 2.5 Where a tenant fails to provide access to a house, either to inspect or to carry out the qualifying repair, although the tenant has been given a reasonable opportunity to do so, the aforementioned procedure shall be cancelled, and the right to compensation shall cease to apply.

### **3 Instructing Another Contractor**

- 3.1 Where the contractor has not started the qualifying repair by the last day of the maximum period, the tenant may instruct another contractor from the associations approved contractors panel to carry out the qualifying repair. However this does not apply if compliance with this paragraph would infringe the terms of a guarantee for works done or materials supplied of which the association has benefit.

### **4. Eligibility for Compensation**

- 4.1 Tenants will become entitled to compensation where all of the following conditions are met:-
- The repair is a qualifying repair as listed in paragraph 2.1.
  - The repair value is up to £350.00.
  - The contractor fails to complete the repair within the agreed response time, subject to access being provided by the tenant.
  - There are not circumstances of an exceptional nature, beyond the control of the association or the contractor who is carrying out the qualifying repair, which prevent the repair being carried out. In these circumstances the running period shall be suspended, and the Association shall let the tenant know of the suspension of the running of the maximum period.
- 4.2 Technical Department Procedure No2 details PHAL actions when dealing with a qualifying repair.
- 4.3 The compensation will commence on the day after the last day of the maximum period, and end with the day on which the qualify repair is completed
- 4.4 The amount of compensation to be paid to the tenant shall be:-
- £15 (flat rate)
  - £3 for every working day
  - Up to a maximum of £100

## **5 Review**

- 5.1 This policy it will be reviewed every three years unless amendment is prompted by a change in legislation reveals that a change in policy is required sooner.

Version 2      December 2012