



# TENANTS' RIGHT TO REPAIR POLICY

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## 1. Introduction

Under the Housing (Scotland) Act 2001 (amended 2010) Scottish secure tenants and short Scottish secure tenants have the right to have certain urgent repairs carried out within a given timescale, this is called the Right to Repair scheme.

## 2. Qualifying Repairs

The tenant has the right to have certain emergency and urgent categories of repair up to a value of £350 carried out within a set timescale. The time for the completion of each of the repairs is set out in the table below.

Number	Repair	Working days to complete repair
1	Blocked flue to open fire or boiler	1
2	Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
3	Blocked sink, bath or drain	1
4	Loss of electric power	1
5	Partial loss of electric power	3
6	Insecure external window, door or lock	1
7	Unsafe access path or step	1
8	Significant leaks or flooding from water or heating pipes, tanks, cisterns	1
9	Loss or partial loss of gas supply	1
10	Loss or partial loss of space or water heating where no alternative heating is available	1
11	Toilet not flushing where there is no other toilet in the house	1
12	Unsafe power or lighting socket, or electrical fitting	1
13a	Full loss of water supply	1
13b	Partial loss of water supply	3
14	Loose or detached banister or handrail	3
15	Unsafe timber flooring or stair treads	3
16	Mechanical extractor fan in internal kitchen or bathroom not working	7

The calculation of working days to complete the job is taken from the day following the date on which the repair is reported. Working days do not include Saturdays, Sundays, Public or Local holidays.

## 3. Qualifying for Compensation

Where the work has not been completed within the timescale, the tenant will be compensated at a rate of £15 for the first day of the repair going beyond the timescale and a further £3 per day up to a maximum of £100. Tenants who wish to submit a claim for compensation will contact the Association and inform the Association when the work was completed.

The Repairs Officer will investigate the claim with the contractor and if the claim is justified the Tenant will receive compensation as laid down in the Regulations. Should the Tenant have arrears or other outstanding debts to the Association, then the compensation will be used to offset any outstanding balance.

If the Association is required to pay this compensation because of the Contractors failure to carry out repairs, then any such compensation payments will be recharged to the contractor.

In certain circumstances, compensation will not be due, for example:

- Where the Contractor has been unable to obtain access to carry out the work and are able to evidence to this effect.
- Where any circumstances are beyond the control of the Association, or the contractor, which makes it impossible to complete the repair within the maximum time.
- If the repair requires the replacement of a non-stocked component which has an extended delivery period, the Association shall advise the tenant of a revised completion date.

#### **4. Using another Contractor**

We have a measured term contract with a contractor for all reactive repairs. Tenants may, where appropriate, and in line with our Measured Terms contract, request another contractor. This will always be subject to Health and Safety Regulations and specification of works.

#### **5. No Access**

If the tenant fails to allow access for an inspection or repair at the time agreed with the tenant and contractor, in line with ng homes No Access Policy, then the tenant will have to make contact with the Association to start the process again.

#### **6. Other Related Strategies, Policies and Procedures**

- Adaptations Policy
- Asset Management Strategy
- Clerk of Works Procedures
- Complaints Policy
- Customer Care Policy
- Damp and Mould Policy and Procedures

- Data Protection Policy
- Design and Specification Policy
- Development Defects Policy and Procedures
- Development Defects Policy and Procedures
- Development Handover Procedures Policy
- Electrical Safety in Multi-Storey Blocks Policy
- Electrical Safety Policy and Procedures
- Emergency Lighting in Multi-Storey Blocks Policy
- Estate Management Policy
- Fire Safety in Multi-Storey Blocks Policy
- Fire Safety Policy and Procedures
- Gas Safety Policy and Procedures
- No Access Policy
- Notifiable Events Policy
- Repairs and Maintenance Policy
- Risk Management Strategy
- Tenants' Right to Repair Policy
- Void Management policy
- Water Systems and Legionella Policy and Procedures

## **7. UK General Data Protection Regulation 2021 (UK GDPR)**

The ng group will treat your personal data in line with our obligations under the UK General Data Protection Regulation 2021 (UK GDPR) and our own Data Protection Policy. Information regarding how your data will be used and the basis for processing your data is provided in our Fair Processing Notices. The organisation will treat your personal data in line with our obligations under the UK General Data Protection Regulation and our own Data Protection Policy. Information regarding how your data will be used and the basis for processing your data is provided in our Fair Processing Notices.

## **8. Equality Impact Assessment**

This Policy is equally applicable to all. It is recognised that in applying this Policy any necessary action will be taken where appropriate, including making reasonable adjustments, to ensure that there is no detrimental impact to protected characteristics groups.

## **9. Policy Review**

This Policy will be reviewed every three years, or earlier, in line with regulatory or legislative guidance/changes or good practice guidelines