



# TENANTS RIGHT TO REPAIR POLICY

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## 1. Introduction

Under the Housing (Scotland) Act 2001(amended 2010) and the Scottish Secure Tenants (Right to Repair) Regulations 2002 (Statutory Instrument 2002/316), Tenants have the right to have certain urgent repairs carried out within a given timescale.

## 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 hand rail	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 Technical 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 Contractor's 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
- 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.