

Right to Repair Policy

<i>Purpose:</i>	To establish DPHA's policy and set out our position on the Right to Repair.
<i>Review Date:</i>	October 2021
<i>Guidance:</i>	Housing (Scotland) Act 2001 Scottish Secure Tenancy Agreement Scottish Social Housing Charter
<i>Regulatory Standards:</i>	<ol style="list-style-type: none"> 1. The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users. 2. 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. 3. The RSL manages its resources to ensure its financial well-being and economic effectiveness. 4. The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.
<i>Date reviewed by Policy Review Working Group (PRWG):</i>	17 October 2018
<i>Date approved PRWG under delegated authority:</i>	17 October 2018

CONTENTS

PAGE NO.

1.	INTRODUCTION	3
2.	AIMS OF THE POLICY	3
3.	LEGAL AND REGULATORY REQUIREMENTS.....	3
4.	QUALIFYING REPAIRS.....	3
5.	EXCLUSIONS.....	4
6.	COMPENSATION.....	4
7.	EQUALITY AND DIVERSITY	5
8.	COMPLAINTS	5
9.	GDPR	5

LIST OF APPENDICES

Appendix 1:	LIST OF QUALIFYING REPAIRS AND TIMESCALES	6
--------------------	--	----------

1.0 INTRODUCTION

1.1 This policy outlines the principles that will be used by Dalmuir Park Housing Association (DPHA) in implementing the Right to Repair Policy (RTR) in line with guidance and legislation.

2.0 AIMS OF THE POLICY

2.1 To promote the highest possible standard of reactive maintenance service to the Association's tenants with the additional safeguard of tenants possibly qualifying for a financial compensation payment where the service does not comply with the agreed legislation.

2.2 To promote a prompt, efficient and transparent service which offers flexibility to meet the needs of the Association's tenants.

2.3 To achieve cost effectiveness and value for money for the Reactive Repairs budget.

3.0 LEGAL AND REGULATORY REQUIREMENTS

3.1 The statutory Right to Repair (RTR) was introduced under the provisions within the Housing (Scotland) Act 2001. The Regulations came into force on 30th September 2002.

3.2 The Association's policy for the RTR will comply with all statutory and regulatory requirements.

4.0 QUALIFYING REPAIRS

4.1 RTR covers prescribed repairs up to a value of £350. The repairs are called Qualifying Repairs and only include those contained in the list attached at **Appendix 1**. The list sets out the types of repairs which are qualifying repairs and the timescales within which they must be carried out. "Days" refers to working days. The timescales to complete each repair are prescribed in the legislation with the Association having no discretion to reduce these.

4.2 When a repair report is received, the Association will advise the reporter if the repair is a qualifying repair under the scheme. If the repair qualifies, the Association will:

- Confirm the maximum time allowed to carry out the repair.
- Confirm the last day of that period.
- Explain the tenant's rights under the Right to Repair scheme.
- Confirm the name and telephone number of the contractor carrying out the work.
- Confirm an alternative contractor and telephone number who may be appointed by the tenant in the event of failure of the first contractor to complete the works.

4.3 The maximum period shall start on the first working day after:

- the date of receipt of notification of the qualifying repair by the landlord;
- the date of inspection if the landlord considers it necessary to inspect the house to ascertain whether the repair is a qualifying repair.

5.0 EXCLUSIONS

5.1 The following matters will be excluded from right to repairs compensation:

- Repairs within a property Defect Liability Period which are the responsibility of the Main Contractor.
- Repairs which might involve an element of recharging to tenants.
- Repairs which are not the Association's responsibility.
- Where reasonable access was not afforded by the tenant.
- Where the repair was made safe whilst awaiting materials or specialist components.
- Where the Association has affected a temporary repair within the agreed response time to prevent the immediate threat to the tenant's health, safety or security.
- Exceptional weather conditions which affect the health & safety of persons carrying out repairs.
- The value of the repair exceeds £350.00.

6.0 COMPENSATION

6.1 Notwithstanding the exclusions stated in paragraph 5, tenants will be eligible for compensation if the appointed contractor does not complete the qualifying repair within the timescales set as noted in **Appendix 1**.

6.2 Where the initial contractor has failed to carry out the Qualifying Repair by the expiry of the maximum permitted period, the Association will automatically pay to the tenant compensation. Payment of compensation under the Right to Repair is an entitlement, i.e. the tenant does not need to claim compensation.

6.3 In respect of the initial contractor, if the repair is not completed by the expiry of the maximum permitted period, the tenant will be entitled to a payment of £15.00.

6.4 In addition, if the alternative contractor also fails to carry out the repair within the second period of prescribed time, the landlord is required to pay compensation at the rate of £3 per working day, for every working day that the repair remains outstanding.

6.5 The maximum amount of compensation payable under the Right to Repair is £100.00 for each repair.

6.6 Except with the discretionary authority of the Director, any compensation payment will automatically be credited to a debt due to the Association. If there is more than one debt owed to the Association, the order of priority will be as follows:

- Arrears of rent.
- Arrears of service charges.
- Rechargeable repair debt.

6.7 The Association will advertise the RTR scheme annually in our Newsletter and on our website.

7.0 EQUALITY AND DIVERSITY

7.1 We are committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all. This is reflected in our Equality and Diversity Policy.

8.0 COMPLAINTS

8.1 Although the Association are committed to providing high levels of service, we accept that there may be occasions where customers may not be not satisfied with the service they have received from us. We value all complaints and use this information to help us improve our services. Our Complaints Policy describes our complaints procedure and how to make a complaint.

9.0 GDPR

9.1 We will treat your personal data in line with our obligations under the current data protection regulations and our Privacy Policy. Information regarding how all data will be used and the basis for processing all data is provided in our Customer Fair Processing Notice.

Appendix 1:

Qualifying Repairs under RTR scheme	Statutory timescale to complete repair (working days)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stack or toilet pan where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electrical power	3
Insecure external window, door or lock	1
Unsafe access path/step	1
Leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or internal bathroom not working	7