

NORTH VIEW Housing Association

North View is a registered Scottish charity – charity registration number SC032963

POLICY

RIGHT TO REPAIR

Passed:- 4th April 2007

Review date:-

3/2012

All North View policies and publications can be made available on tape, in Braille, large print and community languages.

For further details please contact us on 0141 634 0555 or email us on enquiries@nvha.org.uk

1.0 Introduction

- 1.1 Under the terms of the Scottish Secure Tenants (Right to Repair) Regulations 2002 ("the Regulations"), which came into effect on 30th September 2002, a tenant has a statutory right to have a certain qualifying repairs carried out within specified response times. Failure by the Association to carry out qualifying repairs within the given timescales will entitle tenants to a compensation payment and to instruct an alternative contractor from the Association's list of approved contractors.
- 1.2 The Association maintains a list of approved contractors prepared to carry out qualifying repairs. The list will include a primary contractor who will be instructed to carry out all qualifying repairs and secondary contractor with similar trade expertise who will be available for tenants to instruct should the primary contractor fail to carry out the repairs within the prescribed completion period.
- 1.3 A list of qualifying repairs and timescales is given in Appendix 1.
- 1.4 The intention of having the Policy is to complement the Regulations by stating how the Association interprets some of the content of the Regulations.
- 1.5 In the event of conflict, the Scottish Secure Tenants (Right To Repair) Regulations 2002 will always take precedent over this Policy.

2.0 Interpretation

- 2.1 In this Procedure:-
 - "*maximum period*" means the period specified in appendix 1
 - "*primary contractor*" means the contractor most frequently employed by a landlord to carry out qualifying repairs.
 - "*qualifying repair*" means a repair specified as such in appendix 1
 - "*working day*" means a day which is not a Saturday or a Sunday, Christmas Eve, Christmas Day, Good Friday, a bank holiday or a day appointed for public thanksgiving or mourning or any day on which the Office of the landlord is closed by virtue of a local holiday.

3.0 Entitlement

- 3.1 A tenant will be entitled to have a qualifying repair carried out to that tenant's house, subject to and in accordance with the content of this document.

4.0 Value of Qualifying Repair

- 4.1 The scheme covers Qualifying Repairs up to the value of £350.

5.0 Procedure for notification of and carrying out qualifying repairs

- 5.1 Where a tenant applies to North View for a qualifying repair (see appendix 1) to be carried out:-
- (a) if the Association considers it necessary to inspect the house to ascertain whether the repair is a qualifying repair, then we will inspect the house;
 - (b) in any case, we will let the tenant know whether the subject of the tenant's application is a qualifying repair and where it is, make arrangements for access with the tenant and provide details of:-
 - (i) the maximum period within which the qualifying repair is to be completed;
 - (ii) the last day of that period;
 - (iii) the effect of these Regulations;
 - (iv) the name, address and telephone number of the primary contractor and at least one other listed contractor from the list of contractors maintained by the landlord, and
 - (c) if the subject of the tenant's application is a qualifying repair, the Association will issue a works order to the primary contractor and provide details of:-
 - (i) the qualifying repair;
 - (ii) the period within which the qualifying repair is to be completed;
 - (iii) the last day of the maximum period;
 - (iv) the arrangements made for access.

6.0 Failure to provide access

- 6.1 Where a tenant fails to provide access to a house for the purpose of enabling the qualifying repair to be inspected or carried out, although that tenant has been given a reasonable opportunity to do so, the procedure under item 5.0 will be cancelled and the provisions of items 7.0 to 12.0 will cease to apply. The process will start again if the tenant reapplies to have the Qualifying Repair carried out.

7.0 Maximum period

- 7.1 The maximum period within which a qualifying repair is to be completed is the number of working days specified in appendix 1
- 7.2 The maximum period will start on the first working day after:-
- (a) the date of receipt of notification of the qualifying repair by the Association; or
 - (b) where the Association inspects the house under item 5.1(a), the date of inspection.

8.0 Instructing another listed contractor

- 8.1 Where the primary contractor notified under item 5.1(c) has not started the qualifying repair by the last day of the maximum period, the tenant may instruct the other listed contractor to carry out the qualifying repair. *(The Association will state to the tenant a time – on the last day – after which the tenant may instruct the other listed contractor).*
- 8.2 As soon as the other listed contractor receives the instruction from the tenant, that contractor will inform the Association that it has been so instructed and will be entitled on request to obtain a copy of the works order from the Association.
- 8.3 The Association will let the listed contractor know the number of working days in the maximum period.
- 8.4 Item 8.1 does not apply if compliance with that paragraph would infringe the term of a guarantee for work done or materials supplied of which the Association has the

benefit.

- 8.5 Where the works order is passed to a listed contractor, the Association will timously advise the primary contractor accordingly.

9.0 Compensation and Recharging

- 9.1 Where the primary contractor has failed to carry out the qualifying repair by the last day of the maximum period the Association will pay to the tenant a sum of compensation calculated in accordance with item 9.2.

- 9.2 The amount of compensation will be the sum of:-

- (a) £15; and
- (b) £3 for every working day, if any, in the period:-
 - (i) commencing on the day after the last day of what would have been the maximum period if the maximum period had applied to the other listed contractor and had started on the day after the day of receipt of instruction; and
 - (ii) ending with the day on which the qualifying repair is completed, subject to a maximum amount of compensation of £100.

- 9.3 The Association will make compensation payments without the tenant having to submit a claim.

- 9.4 The Association will seek to re-coup any compensation payments it has had to make from contractor responsible for the delay.

- 9.5 Where a blockage or other problem is found (on inspection or on repair) to be the fault of the tenant, the costs can be recharged to the tenant.

10.0 Suspension of maximum period and Exceptions

- 10.1 The running of the maximum period will be suspended for so long as there are circumstances of an exceptional nature, beyond the control of the Association or the contractor who is to carry out the qualifying repair, which prevent the repair being carried out.

- 10.2 The Association will let the tenant know of the suspension of the running of the maximum period.

- 10.3 The provisions of this policy will **not** apply during a defect liability periods or works covered by existing contractual arrangements.

11.0 Providing information about these Procedures

- 11.1 The Association will let its tenants know in writing once every year of the provisions of the Scottish Secure Tenants (Right to Repair) Regulations 2002 including the list of contractors prepared to carry out qualifying repairs.

- 11.2 The information referred to in item 11.1 above will be sent to tenants at the same time as they are consulted annually about variations to their rent or service charge.

End

Reviews and amendments

25/9/02 - policy established.

4/4/07 - policy reviewed.

QUALIFYING REPAIRS AND MAXIMUM TIME FOR COMPLETION

Qualifying Repair	Maximum Period (Working Days)
Blocked flue to open fire or boiler.	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electric power	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant 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 handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working where there is no means of other ventilation (e.g opening windows)	7