

HORIZON HOUSING ASSOCIATION	HOUSING SERVICES POLICY
TITLE	RIGHT TO REPAIR
DATE OF SUBMITTED FOR APPROVAL	DECEMBER 2007
DATE OF REVIEW	DECEMBER 2010

1.0 INTRODUCTION

The Right to Repair is a statutory right established by the Housing (Scotland) Act 2001. This policy adopts the principles set out within the Act and details the repairs which qualify under the "RIGHT TO REPAIR" scheme.

A separate procedure note is available for staff and tenants.

2.0 AIMS

The Association aims to provide a responsive repairs service which satisfies tenants and ensures the maintenance of a high quality housing stock. Its repairs policy sets out target response times for different categories of repair and the Housing (Scotland) Act 2001 details maximum response times for different types of "qualifying" repairs.

Should the Association fail to meet response standards for certain qualifying repairs (see section 3 below) tenants have a right to compensation. In order to meet these requirements, the Association has put in place a policy and systems which:

- ensure the minimum inconvenience to tenants;
- provide the tenant with an alternative contractor to carry out the repair wherever possible;
- provide prompt compensation in the event of failure;
- provide tenants with information about their rights at different stages in their tenancy, and through the course of reporting and fixing a repair problem.

3.0 QUALIFYING REPAIRS

3.1 The list below sets out the type of repairs which qualify under this policy, alongside the maximum period allowed to remedy the fault.

Report of:	Maximum time period
Blocked flue to open fire or boiler	1 day
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1 day
Blocked sink, bath or drain	1 day
Loss of electric power	1 day
Partial loss of electric power	3 days

Report of:	Maximum time period
Insecure external window, door or lock	1 day
Unsafe access path or step	1 day
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1 day
Loss or partial loss of gas supply	1 day
Loss or partial loss of water heating where no alternative heating is available	1 day
Toilet not flushing where there is no other toilet in house	1 day
Unsafe power or lighting socket or electrical fitting	1 day
Loss of water supply	1 day
Partial loss of water supply	3 days
Loose or detached banister or handrail	3 days
Unsafe timber flooring or stair treads	3 days
Mechanical extractor fan in internal kitchen or bathroom not working	7 days

3.2 Exemptions

There are occasions when, although the repair may be designated as a 'qualifying repair', nevertheless the right to repair does not apply. This is the case:

- a) When the repair falls within a contractual defects liability period or guarantee period and requires to be carried out by the main contractor or supplier;
- b) If the repair is anticipated to cost in excess of £350 e.g. where a new boiler is required.

4.0 PROCEDURE

4.1 Reporting

When a repair is reported, it is essential that the person receiving the call is aware of what is and is not a qualifying repair and of situations where an exemption may apply.

Staff will receive training in the Right to Repair policy

4.3 Information and advice to tenants

When the tenant reports the repair they will be advised at the time of reporting that it is a qualifying repair under the RIGHT TO REPAIR policy.

4.4 Failure of preferred contractor to attend within maximum response time - appointment of secondary contractor.

Should the preferred contractor fail to attend within the qualifying time, the tenant has the right to contact a second contractor to undertake the repair. Only those firms which are on the approved list of contractors held by the Association can be contacted.

The secondary contractor will have the same qualifying time to complete the repair as given to the preferred contractor.

4.5 Compensating the tenant for failure to remedy within the statutory timescale

Should the preferred contractor attend but fail to complete the repair within the prescribed time the tenant is still entitled to the compensation.

If the preferred contractor does not attend and complete the repair within the maximum response time, the Association will pay the tenant compensation of £15 for the inconvenience.

Should the second contractor then fail to attend within the time given, the tenant will receive a further £3 per working day until the repair has been completed.

Where there is no secondary contractor and the preferred contractor is given further time to attend, the tenant will be entitled to receive the £15 for inconvenience and a further £3 per working day until the repair has been completed.

The maximum that can be paid is £100 for each qualifying repair. There is no need for the tenant to claim the compensation. This will be paid automatically and funded through the day to day maintenance budget.

4.6 Dealing with contractor's invoices and failure to attend

Where the preferred contractor has failed to make good the repair within the maximum time, the Association will seek reimbursement from the preferred contractor for the compensation which has been paid to the tenant.

4.7 Exceptional Circumstances

There are occasions when events occur which are outwith the Association's or the contractor's control and which make it

impossible to carry out the repair within the qualifying time. Examples include severe weather, no access and unreasonable access arrangements. In such circumstances we will make temporary arrangements and extend the qualifying time. In all instances we will tell the tenant.

4.8 Cancellation of the Right to Repair

If the Association fails to gain access to attend to the repair, the “right to repair” will be cancelled and the tenant advised accordingly.

5.0 RIGHT OF APPEAL

Tenants will have the right of appeal through the Association’s Complaints Procedure.

6.0 MONITORING AND REVIEW

We will monitor the number of qualifying repairs received each quarter, the performance against targets and the amount of compensation paid.

Quarterly monitoring reports will be provided to the Housing Services Sub Committee.

This policy will be reviewed every three years.