

Right To Repair

The Housing (Scotland) Act 2001 introduces the tenant's Right to Repair on 30 September 2002, a facility which allows tenants, to arrange to call one of the Association's approved contractors out, if a qualifying repair is not carried out on time. The legal reference is the Scottish Secure Tenants (Right to Repair) Regulations 2002 (Scottish Statutory Instrument 2002/316). The Association has incorporated the statutory Right to Repair Scheme into its Tenancy Agreement, and will adhere to these.

The Right to Repair period starts on the **first working day after,**

Either,

The date the Association receive the qualifying repair request from the tenant.

Or

Where the Association requires to inspect the property, the date of inspection.

If our contractor, notified of the qualifying repair has not started the qualifying repair by the last day of the Right to Repair period, all tenants have the right to instruct the work themselves, provided they use the alternative contractors detailed below.

For Timetra Maintenance Contractor – (01698 746091)

Rodgers and Johnstone Ltd (01698 733022)

For E-on Technical Ltd Gas Servicing & Repairs Contractor – (0870 1664439)

Mowlem Technical Service (0141 613 0300)

Example

A blocked toilet is reported to CVHA Tuesday at 11 am. CVHA issue the order, the work should be completed that day. If the contractor does not appear to make a start by **9 am on the Thursday** the tenant is entitled to contact the alternative contractor.

Appendix 1 outlines the list of defects, which are qualifying repairs, and maximum timescales for completion. In the case where the tenant is required to contact the alternative contractor they will be entitled to:

£15.00 basic amount, **plus**

£3.00 for every day from the day after the repair is late until the day that the repair is completed.

The above is subject to a maximum of £100 for any one repair.

Operation Of The Scheme

When a tenant reports a qualifying repair (these are outlined at Appendix 1), information should be provided on:

The last date and time on which the contractor can respond to the repair request – in certain circumstances, the contractor may not be able to complete the work on the first visit, for example, where additional components are required. Where this occurs, the response time will be measured in relation to when the contractor first attends.

Details of both the main contractor and an alternative contractor that tenants can contact, if the main contractor called by the Association has not attended by this deadline. This information is provided to the tenant via phone when reporting the repair and is also detailed on the job acknowledgment form generated by the IT system and sent to the tenant when the job is logged on the system.

There is no obligation on the tenant to apply for compensation the responsibility for informing the tenant lies with the landlord. CVHA must contact the tenant and explain that the tenant is due for compensation if the contractor does not respond in time and the tenant does not contact an alternative contractor.

The contractor will be liable for any payment provided to the tenant by CVHA plus an admin fee of £30 per job.

The Association will offset any monies to be provided against any money owed in rent or rechargeable repairs arrears i.e. Tenants owes CVHA £100, tenant is due £15 payment, £100 - £15 = £85. Tenants will now owe CVHA £85

Once the repair has been completed, the Association will be invoiced in the usual manner. The responsibility for payment rests with the Association unless the contractor has been called out improperly.

Exclusions

There are certain circumstances where the Right to Repair should not be exercised, and these need to be notified to tenants. These are:

- the repair is **not** a qualifying repair
- the contractor turned up but was unable to gain access
- the work requires to be pre-inspected
- the deadline has not yet been reached
- the report has not firstly been notified to the Association
- the work exceeds (or is thought to exceed) £350 – as a safeguard, the Association will also emphasise this point to its contractors so that they do not attend in these circumstances
- the response time cannot be met due to exceptional circumstances outwith the Association's and the contractor's control provided that the tenant has been advised of this

In exceptional cases, the last date may be extended if the lateness is due to circumstances beyond our control and that of the contractor. Staff will advise tenants when this is the case.

Right to Repair: List of Qualifying Defects and Repairs

DEFECT	MAXIMUM TIME (Days)
Blocked flue to open fire or boiler	1
Blocked/leaking foul drains, soil stacks, toilet pans (where there is no other toilet in the house)	1
Blocked sink, bath or basin	1
Complete loss of electric power	1
Loss of electric power	1
Partial loss of electric power	3
Insecure external window, door, lock	1
Unsafe access path or step	1
Leaks or flooding from water or heating pipes, tanks or cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating, where no other source of 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
Complete loss of water supply	1
Partial loss of water supply	3
Loose or detached banister/handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7