



REIDVALE HOUSING ASSOCIATION

Right to Repair Policy

Policy Approved	02.02.22
Due for Review	February 2025
Author	Maintenance Manager

POLICY SUMMARY

Purpose:	To set out Reidvale Housing Association's approach to the Right to Repair
Guidance:	Statutory Guidance The Scottish Social Housing Charter Requirements of the Scottish Housing Regulator
Regulatory Compliance	<p>Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>Standard 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.</p> <p>Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.</p>
Financial Impact	Low
Risk Assessment	Low
Date Reviewed:	February 2022
Date approved by Management Committee:	02.02.22

Contents

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

1. INTRODUCTION

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

2. 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. 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. 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. EXCLUSIONS

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

- Repairs within a property Defect Liability Period that 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 effected 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. COMPENSATION

6.1 Notwithstanding the exclusions stated in section 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, 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 Any compensation payment will automatically be credited to a debt due to the Association.
- 6.7 The Association will advertise the RTR scheme annually in our Newsletter and on our website.

7. EQUALITY AND DIVERSITY

- 7.1 Reidvale Housing Association is an equal opportunities organisation. We are committed to providing an environment of respect, understanding, encouraging diversity and eliminating discrimination. No person or group of persons applying for housing and housing services will be treated less favourably than any other persons or groups of persons because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

8. 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 procedure and how to make a complaint.

9. GDPR

- 9.1 Reidvale Housing Association will treat your personal data in line with our obligations under the current General Data Protection Regulation and our Privacy Policy. Information regarding how your data will be used and the basis for processing your data is provided in our Fair Processing Notice.

10. POLICY REVISION

- 10.1 The Association undertakes to carry out a comprehensive review of all aspects of this policy at least every three years. The review will take account of legislative changes, new policy guidance, best practice advice and the views of service users.

APPENDIX 1

QUALIFYING REPAIR	MAXIMUM PERIOD IN WORKING DAYS
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet 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 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 kitchen or bathroom not working where no external window or door	7