

Tenants' Right to Repair Index

	Page
Introduction	19
Policy Objectives	19
Scheme Outline	19
Qualifying Repairs	20
Exceptional Circumstances	20
Notification of Qualifying Repairs	21
Alternative Contractor	21
Compensation	21
Implementation	21
Consultation	22
Responsibility	22

1. INTRODUCTION

- 1.1 This statement outlines Thenue's policy to enable the Right to Repair legislation to be implemented. The policy reflects the association's commitment to ensuring tenants receive a quality repairs service, and that the association complies with the legislation.
- 1.2 The scheme details the rights of all the association's tenants to have certain repairs carried out within prescribed timescales, the remedies they are entitled to in the event these timescales are not met, and the procedures for implementing the scheme.
- 1.3 The Scottish Social Housing Charter most relevant to this policy are:
 - 4: **Quality of housing**
Social landlords manage their businesses so that:
 - tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
 - 5: **Repairs, maintenance and improvements**
Social landlords manage their businesses so that:
 - tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
 - 13: **Value for money**
Social landlords manage all aspects of their businesses so that:
 - tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

2. POLICY OBJECTIVES

We will:

- Ensure tenants are made aware of the provisions of the Right to Repair legislation.
- Ensure the timescales specified for carrying out the works as prescribed in the association's Tenants Rights to Repair Scheme, (in section 'qualifying repairs'), are incorporated into the term contracts for repairs.
- Ensure that all contractors carrying out repairs are made fully aware of the expectations of them in regard to qualifying repairs.
- Ensure all contractors are aware that the association will recover costs incurred under the Scheme from them where appropriate.
- Ensure appropriate deductions are made from contractors' accounts.
- Monitor the level of failure to meet the terms of the scheme and take appropriate action.

3. SCHEME OUTLINE

- 3.1 Certain specified small urgent repairs must be carried out within a prescribed timescale, failing which the tenant has the right to a flat rate compensation payment.
- 3.2 If the contractor fails to start the works of a qualifying repair within the prescribed timescale, the tenant has the right to instruct another contractor, from the association's list, to carry out the works.
- 3.3 In the event the second contractor also fails to meet the specified timescales, further compensation on a daily basis is payable.

4. QUALIFYING REPAIRS

- 4.1 Only repairs costing up to £350 may be qualifying repairs.
- 4.2 The following list sets out the types of repairs which, subject to 6.1 above, will be qualifying repairs and the timescales within which they must be carried out. "Days" refers to working days.

Qualifying Repair	Statutory Timescale	Thenue Timescale
Blocked flue to open fire or boiler	1 day	1 day
Blocked foul drain or soil stack.	1 day	1 day
Blocked toilet pan if no other working toilet in the house	1 day	1 day
Leaking foul drain, soil stack or toilet pan.	1 day	1 day
Blocked sink, bath or drain	1 day	1 day
Total loss of electric power	1 day	1 day
Partial loss of electric power	3 days	3 days
Insecure external window	1 day	1 day
Insecure external door	1 day	1 day
Insecure lock	1 day	1 day
Unsafe access path or step	1 day	1 day
Leaks/flooding from water/heating pipes, tanks/cisterns	1 day	1 day
Loss or partial loss of gas supply	1 day	1 day
Loss or partial loss of space or water heating where no alternative heating is available	1 day	1 day
Toilet not flushing where no other toilet in the house.	1 day	1 day
Unsafe power or lighting socket or electrical fitting	1 day	1 day
Loss of water supply	1 day	1 day
Partial loss of water supply	3 days	3 days
Loose or detached banister or handrail	3 days	3 days
Unsafe timber flooring or stair treads	3 days	3 days
Mechanical extractor fan in kitchen/bathroom not working	7 days	3 days

5. EXCEPTIONAL CIRCUMSTANCES

- 5.1 Where a contractor cannot carry out the works within the timescale for reasons outwith his control, or the Association cannot process the repair within the timescale for reasons outwith its control, it may be necessary to extend the maximum time allowed provided the Association notifies the tenant of this and the reasons for the extension.
- 5.2 Exceptional circumstances include:
- Severe weather conditions;
 - Epidemic;
 - Failure of the tenant to provide access for inspection or execution of the works;
 - Threats to the safety of the Association's staff or the contractor's operatives.
 - Parts required to be ordered to complete the repair
 - Services can only be re-instated by a 3rd party

6. NOTIFICATION OF QUALIFYING REPAIR

- 6.1 The tenant will be advised in writing when they report a repair if it is a qualifying repair and details of any actions they can take according to Right To Repair Legislation.

7. ALTERNATIVE CONTRACTORS

- 7.1 The association will provide tenants reporting failure to start qualifying repairs with the name, address and telephone number of at least one alternative contractor.
- 7.2 The tenant has the right to have the alternative contractor carry out the works if the first contractor fails to start the job within the timescale for the qualifying repair.
- 7.3 The tenant may contact the alternative contractor directly to arrange the works but should advise the association at the first opportunity thereafter. Alternatively the tenant may request the Association to arrange the alternative contractor which request shall not be denied.
- 7.4 The alternative contractor shall be required to advise the association no later than the start of the next working day of any qualifying repair passed to him directly by the tenant.
- 7.5 The association will issue a new works order to the alternative contractor. It is important to note that the timescale for the qualifying repair restarts from the date the alternative contractor is notified of the job, and the alternative contractor is not required to carry out the works any quicker.

8. COMPENSATION

- 8.1 If Thenue's usual contractor fails to start the qualifying repair within the time limit set, the tenant may then instruct another contractor from Thenue's list to carry out the repair. The other contractor will advise Thenue that the tenant asked the contractor to carry out the repair. Thenue in such circumstances will then pay the tenant £ 10 compensation for the inconvenience caused.
- 8.2 If Thenue's usual contractor has started, but not completed, the repair within the maximum time Thenue will also pay £10 compensation to claimants under the scheme.
- 8.3 Thenue's alternative contractor will be given the same length of time to carry out the repair as our usual contractor. If this contractor fails to carry out the repair within the time limit set Thenue will pay the tenant a further £2 compensation per working day until the repair has been completed up to a maximum compensation payment of £50 for any one repair.
- 8.4 If the tenant is in arrears of rent, any compensation payable may be offset against arrears.
- 8.5 All compensation resulting from a contractor's failure to meet the target timescales shall be recovered from that contractor by the association.

9. IMPLEMENTATION

- 9.1 All relevant contractors will be reminded of their responsibilities under this policy and the association's Right to Repair Scheme.
- 9.3 The association's computerised repairs system will be used to identify qualifying repairs.

- 9.4 Customer Repairs Receipts will advise whether the repair qualifies under the scheme, and the tenants rights if it does, the actions they should take in the event of the contractor failing to meet the timescale, including the contact details for the second contractor.
- 9.5 Works orders will advise the contractor if the repair is a qualifying repair under the terms of the scheme.

10. CONSULTATION

Area Associations and other tenant groups will be consulted on this policy.

11. RESPONSIBILITY

- 11.1 All staff dealing directly with customers are responsible for ensuring that this policy is implemented.
- 11.2 The Head of Housing is responsible for monitoring and reviewing this policy.

[return to tenants right to repair index](#)

[return to contents](#)