

## Right to Repair Procedure

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<b>Approved by P&amp;PRG:</b>		October 2024	
<b>Owner:</b>	Fiona Ross	<b>Job Title:</b>	Head of Housing & Customer Experience
<b>To be issued to: (check as needed)</b>			
<input type="checkbox"/> Board of Management <input type="checkbox"/> All Staff <input type="checkbox"/> ET/SLT <input type="checkbox"/> Head Office Managers <input type="checkbox"/> Head Office Staff <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Housing <input checked="" type="checkbox"/> Asset <input type="checkbox"/> ICT <input type="checkbox"/> H&S		<input type="checkbox"/> OD <input type="checkbox"/> Compliance <input type="checkbox"/> All Care & Support <input checked="" type="checkbox"/> C&S Managers (RM, OM, CSM) <input type="checkbox"/> C&S Staff <input checked="" type="checkbox"/> Contractors <input type="checkbox"/> Agency Staff <input type="checkbox"/> Unite the Union <input type="checkbox"/> Employee Voices Group <input type="checkbox"/> Other: _____	
<b>Method of Delivery (check as needed)</b>			
<input type="checkbox"/> Learn Pro <input type="checkbox"/> Board Portal <input checked="" type="checkbox"/> Line Manager to Share (e.g. Agencies)		<input checked="" type="checkbox"/> Policy Owner to Notify (e.g. Contractors) <input type="checkbox"/> Other: _____	
<b>Stakeholder Consultation Completed (check as needed)</b>			
<input type="checkbox"/> Board of Management <input type="checkbox"/> All Staff <input type="checkbox"/> ET/SLT <input type="checkbox"/> Head Office Managers <input type="checkbox"/> Head Office Staff <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Housing <input checked="" type="checkbox"/> Asset <input type="checkbox"/> ICT <input type="checkbox"/> Health & Safety		<input type="checkbox"/> OD <input type="checkbox"/> Compliance <input type="checkbox"/> All Care & Support <input type="checkbox"/> C&S Managers (RM,OM, CSM) <input type="checkbox"/> C&S Staff <input type="checkbox"/> Contractors <input type="checkbox"/> Agency Staff <input type="checkbox"/> Unite the Union <input type="checkbox"/> Employee Voices Group <input type="checkbox"/> Other: _____	

### Version Control

Date	Owner	Version	Reason for Change
Oct 2024	Fiona Ross	V5.0	Revised to take account of staff restructure and move to Rubixx
Jan 2020	Property	4	Review update / New format

## Summary of Changes

Section	Change
1.1	Addition of reference to Appendix 1
	Clarification that these regulations only apply to tenants with a Scottish Secure Tenancy Agreement or with a Short Scottish Secure Tenancy Agreement.
	Head of Property Management changed to Head of Housing & Customer Experience and Asset & Compliance Manager
	Addition of requirement to remind tenants once a year of these regulations
1.2	Following sentence removed - For the purposes of the regulations these repairs are to be processed as for other repairs, except that the tenant will not be given a choice of alternative contractor.
2.1	Changed from Maintenance Officer to Customer Services Advisor (CSA)
	Additional reference to a pre-inspection and the start date being the working day after the inspection.
	Following sentence removed: as part of this process the 'Right to Repair' tick box will be selected in the 'Log job for job' screen and changed to make reference to the template works orders set up on the Housing Management system.
2.2	Clarification added about working days and days that will not be included.
2.3	Section removed as this information is now within the template. The MO will include a copy of the Right to Repair information leaflet (Appendix 2) with the copy order sent to the tenant. The leaflet will include advice on what the tenant should do, and the possibility of a compensation payment, if the repair is not completed on time.
3.1	Reference to Capita removed and replaced with Housing Management System.
3.2	Additional reference to what happens if the tenant fails to give access.
4.2	Changed to 4.3 and new section added at 4.2 which clarifies that the period can be suspended if there are exceptional circumstances.
	Cheque changed to Faster Payment.
	Amounts payable added in.
	Letter of explanation to tenant will be sent by the CSA, not the Head of Service.
4.3	Notification to Contractor - Letter changed to e-mail and will be produced and signed by the Housing & Customer Services Manager

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## 1.0 Introduction

This procedure describes how we will deal with repairs that are designated as ‘qualifying repairs’ as defined in the statutory ‘Right to Repair 2001’ regulations.

This procedure should be read in conjunction with the Maintenance policy AM01 and Reactive Repairs procedure AM01a.

### 1.1 Definition

Qualifying repairs are those that have a bearing on the health, safety and welfare of tenants. The full list is provided in Appendix 1.

We will notify all tenants once a year of the provisions of these Regulations including the list of contractors prepared to carry out qualifying repairs.

A tenant with a Scottish Secure Tenancy Agreement or a Short Scottish Secure Tenancy Agreement has a statutory right to expect the repairs listed to be carried out within the timescales specified. Where a repair is not carried out within the target timescale, the tenant may be entitled to a compensation payment under the Regulations. The maximum that can be paid is 3100. A repair will not qualify for the scheme if the cost exceeds £350.00.

Where it is not initially clear whether the repair falls within the definition, advice should wherever possible be sought from the Head of Housing & Customer Experience (HoH&CE) or the Asset & Compliance Manager (A&CM), before a works order is issued to a contractor.

### 1.2 Defects

In the context of this procedure a ‘defect’ is a repair to a building element or a fixture/fitting which is covered by a warranty from a supplier or contractor for a defined period (normally one year) – for example for a heating system replaced under a planned maintenance project.

## 2.0 Recording the Repair and Issuing the Works Order

### 2.1 Recording the repair

As part of the initial noting of the repair details, the member of staff receiving the report, normally the Customer Services Advisor (CSA), will check the list of ‘qualifying repairs’ and, if the repair is on the list, will confirm this to the person reporting the repair and advise them what the target timescale for completion is.

If an inspection is needed, the timescale starts from the day after the inspection, when the work is issued to a Contractor, not from when the repair is first reported.

The CSA will record the details of the repair in the same way as for any other repair, however, as part of this process they will select one of the ‘Right to Repair’ templates saved within the Housing Management System.

### 2.2 Issuing the works order

The CSA will print off the works orders in accordance with current procedures. For Right to Repair orders, both the Contractor’s copy and the tenant’s copy will contain the phrase ‘Right to Repair’ and the target timescale in the designated field.

The target for completion is in working days and excludes 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 Monitoring of Repairs

#### 3.1 Contractor feedback

Where the Contractor responds with information about the repair, in particular with a reason why the repair cannot be completed on time – such as no access gained at the agreed date/time, or awaiting specialist materials, the CSA will note the reason(s) on the Housing Management System and continue to monitor the Contractor's progress. The CSA will contact the tenant by phone or e-mail to advise them of this.

Where an acceptable reason is given, the target repair time may be suspended, and the CSA will note this on the system and ensure the tenant is informed of this.

#### 3.2 Daily check

On a daily basis throughout the working week, the CSA will check the status of Right to Repair orders. Where a repair has not been attended to by the due date and no reason has been given, the CSA will contact the tenant and Contractor for a reason and to find out when the repair may be completed.

The CSA will ensure that relevant details, including any decision to suspend the target repair period, are added to the notes regarding the repair and the tenant kept updated.

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 shall be cancelled and the provisions of shall cease to apply.

### 4.0 Repairs not attended to by the Due Date

#### 4.1 Ensuring completion

Where the initial Contractor indicates that they will not be able to complete the repair within an acceptable time the CSA, following consultation with the HoH&CE or A&CM may cancel the original order and pass the work to another Contractor, having first confirmed that the other Contractor can complete the work without further delay.

In the remoter areas where there may not be a suitable alternative Contractor, the work may have to be left with the original Contractor. In this situation the original Contractor will be notified by e-mail that any compensation due to the tenant under the Regulations will be deducted from their invoice.

The CSA will ensure that full details of any decisions are added to the system.

#### 4.2 Suspension of maximum period

In circumstances of an exceptional nature, which are beyond the control of the landlord or the contractor who is to carry out the qualifying repair, and which prevent the repair being carried out, the maximum period to complete the work will be suspended.

The CSA will write to the tenant, phone or e-mail them to let them know that maximum period has been suspended.

### 4.3 Calculating compensation

Following completion of the repair, and where it is agreed that compensation under the Regulations is due to the tenant, the CSA will:

- Calculate any compensation due as per the following amounts:
  - (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.
- Complete a faster payment request for the amount due and send it to [credit.cards@arkha.org.uk](mailto:credit.cards@arkha.org.uk);
- Send a letter to the tenant advising of the compensation due, as per Appendix 2. This is saved within the Housing Management System and will be generated from there. This will be done automatically and does not need the tenant to request it.

The CSA will add details of the compensation paid to the repair notes.

### 4.4 Reclaiming compensation paid

Where the original Contractor completes the work and compensation is paid, the CSA will on a monthly basis contact the Contractor to discuss the compensation claims and thereafter issue an invoice equivalent to the amount of compensation paid to tenant. An e-mail confirming the action taken will be sent to the Contractor by the Housing & Customer Services Manager (H&CSM) or the Asset & Compliance Manager (A&CM).

### 5.0 Equality Impact Assessment

No potential equalities issues have been identified in relation to the development of this policy, and consequently, an EIA has not been completed.

### 6.0 Data Protection Impact Assessment (DPIA)

The potential data protection assessment implications around the collection of personal data which has been identified in relation to the revision of this procedure has been addressed on the departmental DPIA.

### 7.0 Implementation and Review

#### 7.1 Implementation

The Housing & Customer Services Manager is responsible for ensuring that the Housing and Asset teams and Contractors that we have procured to provide a reactive repairs service are aware of this procedure and implement it accordingly.

#### 7.2 Review

The Housing & Customer Services Manager will monitor the number of Right to Repair repairs and compensation paid as part of the annual KPI's and ensure that this procedure is reviewed at least every three years in line with the agreed review schedule.

Appendix 1 – Schedule

**DEFECTS & REPAIRS which are  
QUALIFYING REPAIRS and  
MAXIMUM TIME for COMPLETION**

<b>Defect or repair</b>	<b>Maximum time in working days from date immediately following the date of notification of qualifying repair, or inspection</b>
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 basin	1
Electric power –	
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
Water supply –	
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	7

## Appendix 2 – Compensation letter

[Date]

[Tenant name]

[Address 1]

[Address 2]

[Town]

[Postcode]

[Our reference]

Dear [Salutation]

### **Right to Repair – Compensation**

I refer to the recent repair to your property. This repair was covered by the ‘Right to Repair’ regulations which state that certain specified repairs should be carried out within a set timescale, unless there are good reasons preventing this from happening.

Unfortunately, your repair was not completed within the target timescale of [no. of days]. Under the terms of the regulations, you are therefore entitled to receive a compensation payment.

The level of compensation is set by the Scottish Government at £[amount] for each day’s delay, starting from the day after the date the repair should have been completed.

The number of days delay in this case was [no. of days]. The total compensation due is therefore £[total amount] and our cheque for this amount is enclosed.

Please accept my apologies on behalf of Ark housing Association for any inconvenience caused by the delay in completing this repair.

If you have any questions about anything in this letter, please contact me at the address below.

Yours sincerely

Name

Housing and Customer Services Manager