



Fife Housing Association Ltd

Scottish Charity No. SC025647

Right to Repair Policy

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01383 606162

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1.0 Introduction

The Scottish Secure Tenants (Right to Repair) Regulations 2002 contains provisions for the introduction of a statutory Right to Repair scheme. This covers the right of all tenants on a Scottish Secure Tenancy to instruct certain urgent repairs when their landlord fails to carry them out within a specified period.

This is to ensure that tenants receive a first class repairs service, backed with the safeguard of a right to compensation where the level of service does not meet the required standard.

The Association continues to review its service provision to its tenants. In doing this, it strives to ensure repairs are carried out on time within specific response categories.

The Association recognises that this is not always possible. Because of this, a system of compensation to tenants for certain qualifying repairs has been introduced for when the service does not comply with agreed standards.

This Policy document should be read in conjunction with the: Maintenance Policy, Rechargeable Repairs Policy, Equal Opportunities Policy, Rent Arrears Policy, Estate Management Policy, the Tenant Participation Policy & the Complaints Procedure.

2.0 Repairs

The Tenancy Agreement, the Tenant's Handbook and leaflets issued to all new tenants detail the repair obligations Fife Housing Association strives to meet. This indicates how a tenant can request a repair and how quickly it will be attended to.

The Tenancy Agreement indicates that the tenant will be responsible for carrying out repairs which are caused by, the fault of or negligence on the part of the tenant.

3.0 Qualifying Repairs

“Qualifying Repairs” are those that the Association is both responsible for carrying out and meet the terms laid down in the Right to Repair Scheme.

“Qualifying Repairs” normally reflect the type of repair where a tenants' health, safety or security may be in jeopardy.

A full list is attached in Appendix 1.

The following repairs are excluded from the Right to Repair scheme:

- a) Repairs which are not the responsibility of the Association. For instance, those that are deemed to be rechargeable under the Association Rechargeable Repairs Policy.
- b) Repairs exceeding £350 which is the maximum amount payable by the Association.
- c) Where a tenant failed to provide reasonable access for the purpose of enabling the qualifying repair to be inspected or carried out.
- d) Repairs required within a property's defects liability period. These are the responsibility of the Contractor who built the property, or where fixtures or materials are under guarantee.
- e) Repairs carried out to communal parts of the building.

4.0 Instructing Qualifying Repairs

Where a tenant has advised the Association that a repair is required, the repairs team will assess if it is a "qualifying repair". If this is the case, the tenant will be advised of this.

An inspection may be required to identify the full extent of the work required and to ascertain whether it is deemed to be a "Qualifying Repair".

In these circumstances, a Technical Officer will inspect and make assessment prior to any works order being raised.

The repairs team will make arrangements for access and inform the tenant of the following:-

- The maximum period within which the Qualifying Repair must be completed.
- The last day of the maximum period.
- The name, address and telephone number of the Primary Contractor (See Appendix 2).
- The name, address and telephone number of the Alternative Contractor. These are listed in Appendix 3.

The works order issued to the Primary Contractor will confirm:-

- Details of the Qualifying Repair.
- The maximum period within which the Qualifying Repair is to be completed.
- The last day of the maximum period.
- Arrangements made for access.

The repairs team will confirm all of the above in writing.

It should be noted that the operational procedures of contracts with Primary Contractors vary. Detailed procedures will be set to assess and classify a repair, to instruct the Contractor and to notify the tenants accordingly.

The tenant will also be advised the repair will only be able to be carried out under the “Right to Repair Scheme” if the tenant can guarantee access at all times during the maximum period.

If the tenant cannot guarantee access, the repair will be processed in line with the Association’s normal repairs procedures.

5.0 Maximum Period

The maximum period to respond to a qualifying repair request is also listed in Appendix 1.

The maximum period starts from the first working day after:-

- the date of notification of the qualifying repair, or
- the date an inspection is carried out establishing the status of a repair as a “Qualifying Repair”.

The end of each working day is deemed to be 5.00pm. For example:

- Where a repair request is reported on Monday after 5.00pm, the maximum period will start on Tuesday.
- As the maximum period permitted to attend to the repair is 1 day, the repair must be completed by 5.00pm on Wednesday.

6.0 List of Contractors

The Association will maintain a list of Contractors prepared to carry out “Qualifying Repairs”. These are detailed in Appendices 2 and 3.

Appendix 2 - List of Primary Contractors

Appendix 3 - Alternative Contractor

7.0 Instructing an Alternative Contractor

Where the Primary Contractor has not commenced the “Qualifying Repair” by the last day of the maximum period, the tenant may instruct the Alternative Contractor listed in appendix 3 to carry out the “Qualifying Repair”.

8.0 Alternative Contractor Carrying Out a Qualifying Repair

Where the Alternative Contractor receives an instruction from the tenant to carry out a “qualifying repair”, that Contractor must inform the Association of this as soon as possible.

The Alternative Contractor will be issued with a works order with the following attached:

- details of the “Qualifying Repair”
- the “new” maximum period within which the “Qualifying Repair” must be completed
- the last day of the maximum period.

9.0 Amount of Compensation

The total amount of compensation due to a tenant is calculated using the following formula:

- a) Where the Primary Contractor has failed to complete the “Qualifying Repair” by the last day of the maximum period, the Association will pay the tenant £15.00 compensation.
- b) Where the Primary Contractor has started but not completed the “Qualifying Repair” by the last day of the maximum period, the Association will pay the tenant £15.00 compensation.
- c) In addition to (a) & (b) above, the Association will pay the tenant £3.00 compensation for every working day after the last day of the maximum period, up to and including the day on which the “qualifying repair” is completed.

Weekends and bank holidays are not deemed to be working days.

Any compensation paid to a tenant because of the above will not exceed £100.00.

The compensation is intended to reflect the inconvenience caused to the tenant as a result of this failure in service delivery.

The cost of the repair required has no bearing on the level of compensation payable.

10.0 Applying for Compensation

It should be noted that the tenant does not have to apply to receive compensation as the Association will process any payments due automatically.

11.0 Suspension of the Maximum Period

The Association may in certain circumstances suspend/ extend the running of the maximum period. This can occur where exceptional circumstances beyond the control of the Association or the Contractor arise preventing/delaying the completion of the “Qualifying Repair”.

This could apply in the following circumstances:-

- genuine difficulties with the delivery of materials arise
- exceptional weather conditions develop
- a shortage of specialist trades exists

In such circumstances, the Operations Manager will advise the tenant of this, together with an explanation of why this is the case.

12.0 Issuing Compensation Payments

The Operations Manager will collate information on completion times for all “Qualifying Repairs” every month and will arrange for any compensation payments to be issued.

The Association will aim to assess/issue Compensation payments within 28 days of the end of the month any “qualifying repair” was completed.

Tenants with rent arrears will not be excluded from the Right to Repair Compensation Payments for “qualifying repairs”. Instead, a Housing Officer will normally make arrangements for the compensation payment to be credited to that tenants’ rent account.

13.0 Financing any Compensation Payments

Where the failure in service was the fault of the Contractor, the Association will counter charge the Contractor through the contract equal to the amount of the compensation payment.

Payments for cases that are not attributable to the Primary Contractor will be met from the Reactive Maintenance budget.

14.0 Disputes

Any disputes arising between the tenant and the Association will be dealt with in accordance with the Association's Complaints Procedure.

The Complaints Policy leaflet is available in the office reception and to tenants on request.

15.0 Publication of Scheme Details

The Association informs tenants in writing once each year of the provisions of this policy statement.

New tenants will be issued with a leaflet and advised of the scheme when being sign up for a property.

Leaflets are also available in the office reception and copies will be sent to tenants on request.

16.0 Monitoring of the Scheme

Each year, the Association will hold information on:-

- how the scheme has been publicised
- the number of cases of, and amounts of compensation awarded
- the types of repairs which have been the subject of awards
- the number of disputes arising and method of resolution
- any operational experiences/difficulties

This information will then be reviewed to assess how effectively the scheme is working and to introduce any changes that may be required to improve its operation.

A summary report on the operation of the scheme will be presented to the Board of Management annually.

Appendix 1

REPAIR/DEFECT	MAXIMUM PERIOD IN WORKING DAYS FROM DATE IMMEDIATELY FOLLOWING THE DATE OF NOTIFICATION OF QUALIFYING REPAIR OR INSPECTION
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 drain	1
Complete 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 or 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	1
Complete 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

PRIMARY CONTRACTORS

for all trades excluding Gas

**Fife Housing Association Ltd
7 Pitreavie Court
Pitreavie Business Park
Dunfermline
KY11 8UU**

Tel: 08000 274 007

for gas repairs only

**WRB Gas
40 North Ellen Street
Dundee
DD3 7DH**

Tel: 0800 281856

ALTERNATIVE CONTRACTOR

(for all trades)

**Head Office
Facilities Services Group (FSG)
Midland House
42 Buckingham Street
Aylesbury
Buckinghamshire
HP20 2LL**

Tel : 0844 9802 500