



Right to Repair Policy

V.5 – July 2019

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Consultation Required	Yes		No	x
Equalities Impact Assessment	Yes		No	x
Added to Website	Yes	x	No	

SSHC Reference	Indicators 8 and 9
SHR Reference	

Related Documents

- Scottish Secure Tenancy Agreement
- Repairs and Maintenance Policy

Translation Statement

If you have any difficulties reading this information or need further help understanding our processes please contact us. We can make this document available in a variety of formats. All you need to do is let us know what you need and we will try to assist.

Compliance

This policy has been drafted to ensure that it complies with current legislation and industry good practice.

Equality & Diversity

Fyne Homes is committed to providing services which embrace diversity and which promote equality of opportunity. As an employer we are also committed to equality and diversity within our workforce. Our goal is to ensure that these commitments, reinforced by our Values, are embedded in our day-to-day working practices.

Openness & Confidentiality

Fyne Homes believes that its members, tenants and other interested parties should have access to information on how it conducts itself. This means that unless information requested is considered commercially sensitive or personally confidential it will be made available on request.

General Data Protection Regulations

Fyne Homes recognises that the General Data Protection Regulations are an important piece of legislation to protect the rights of individuals in respect to any personal information that we may keep about them, whether on computer or in manual systems. We will treat your personal data in line with our obligations under the current data protection regulations and our own Data Protection Policy. Information regarding how your data will be used and the basis for processing your data is provided in our Transparency Statements

1. Introduction

1.1 Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair Scheme.

2. Aim

2.1 Fyne Homes Ltd, through this policy will ensure that as a Landlord the Association fully complies with our legislative duty under The Scottish Secure Tenants (Right to Repair) Regulations 2002 ("the Regulations") which came into force on 30 September 2002.

3. Links to vision and strategic priorities

3.1 This policy aims to fulfil the needs of the Association's Strategic Priorities, in particular: Investing in our properties through our reactive maintenance programme and meeting the needs and aspirations of our customers.

4. Legal framework

4.1 This policy acts in accordance with the

4.1.1 Housing (Scotland) 2001 Act

4.1.2 Housing (Scotland) 2014 Act

4.1.3 The Scottish Secure Tenants (Right to Repair) Regulations 2002

4.1.4 Data Protection Act 2018

5. Managing and Reporting

5.1 In order to meet the above, we will verbally advise the tenant on reporting the repair if it is a qualifying repair under the Right to Repair scheme, (as detailed on Appendix 1), and provide them with the following information.

- the maximum time allowed to carry out the work
- the last day of that period
- explain their rights under the Right to Repair scheme
- give the name and address of the main contractor and at least one other contractor from the list, where applicable;
- make arrangements to get into the property to carry out the repair
- tenants shall be advised should the maximum period be suspended

5.2 This information will be immediately followed up in writing by the issuing of a repairs acknowledgement slip to the tenant.

5.3 We will also let all tenants know in writing once every year of the provisions of these Regulations including the list of contractors in their area prepared to carry out qualifying repairs.

5.4 Compensation, where due under these Regulations, will be paid to tenants promptly on receipt of final invoice from the contractor in respect of qualifying

repairs up to the value of £350.00.

5.5 Adequate procedures shall be in place to ensure that we are aware of receipt of such invoices in order that tenants can be immediately notified and relevant payments made.

5.6 Compensation is paid at a fixed rate of:

- £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

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

5.8 Approved contractors will be made aware of the conditions of the scheme and on instruction of work will be advised:-

- if the repair is a qualifying repair
- the period within which the qualifying repairs is to be completed
- the last day of the maximum period
- the arrangements for access

5.9 Should the Association have to make a compensation payment due to a contractor's failure to meet the required timescale we may, after investigation of the circumstances, recharge these costs back to the contractor.

5.10 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
- exceptionally, the response time cannot be met due to circumstances outwith the Association's and the contractor's control provided that the tenant has been advised of this

5.11 Where tenants wrongly call out a contractor, the repair will become rechargeable. This should be made clear when the repair is reported.

5.12 A report on the number of qualifying repairs carried out and compensation payments made will be delivered to our Management Committee

6. Reviewing process

- 6.1 This policy will be reviewed in line with the respective current Fyne Homes' policies, and/or where a change in legislation arises
- 6.2 If there is a procedural delay in the policy revision then the relative legislation in force at the time will prevail.

Version number	Revision Date	Part of doc revised	Reason for revision	Approved by
5	10/7/19		3 yearly review – no changes required	Mgt Comm

Appendix 1

RIGHT TO REPAIR POLICY

QUALIFYING REPAIRS

MAXIMUM COMPLETION TIMES

REPAIR	Maximum period in working days from date immediately following the date of notification of qualifying
Blockages/Leaks Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pan where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Significant leaks or flooding from water or heating pipes, or cisterns	1
Water Loss of water supply	1
Partial Loss of water supply	3
Toilet not flushing where there is no other toilet	1
Power/Heating Loss of electric power	1
Partial loss of electric power	3
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Unsafe power or lighting socket, or electrical fitting	1
Mechanical extractor fan in internal kitchen or bathroom not working	7
Insecure external window, door or lock	1
Unsafe access path or step	1
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3