

Document Title	Right to Repair Procedure
Responsible Person	Property Services Manager
Date of Issue	November 2019
Next Review Due	September 2024 (in line with Property Services Handbook)

1. Introduction & Purpose

- 1.1. The main aim of this procedure is to ensure that Waverley Housing meet their statutory obligations within the Housing (Scotland) Act 2001 and in accordance with the Scottish Secure Tenants (Right to Repair) Regulations 2002.
- 1.2. This procedure is to ensure that all qualifying repairs are identified and carried out within the maximum timescales set out in the regulations.
- 1.3. Waverley Housing will aim to complete all repairs within set response times, but where this is not achieved tenants will have the right to have specified repairs carried out by an authorised, alternative contractor in accordance with Scottish Secure Tenants (Right to Repair) Regulations 2002. Information on the Right to Repair is included in the Tenants Handbook.

2. Related Documents & External Legislation

- Housing (Scotland) Act 2001, 2010
- Scottish Secure Tenants (Right to Repair) Regulations 2002
- Responsive Maintenance Policy
- Compensation Scheme Policy
- Right to Repair Notice (Appendix 1)
- Compensation Payment Form (Appendix 2)
- Annual Right to Repair Notification Leaflet
- Right to Repair Leaflet

3. Performance Reporting/Monitoring

- 3.1. An analysis of the number of Right to Repair jobs will be included in the monthly Performance Reports and will give an indication of performance with regard to the number of RTR repairs completed, the percentage completed on time and the number and reason for failures.
- 3.2. Key Performance indicators (KPI's) have been selected to allow accurate monitoring of performance of the main aims of this procedure. The KPI's are based on; the percentage of all right to repair jobs completed on time, and are included in

the “% of responsive repairs completed on time”, issued and reviewed on a monthly basis.

4. Procedure

4.1. Job Logging

Any repair which is reported either by or on behalf of a tenant, in person or by telephone, should be first of all checked to see whether or not it qualifies under the Right to Repair Regulations. In doing so it may be necessary to question the person reporting the repair to determine the extent of the works and whether or not it qualifies.

4.2. Qualifying Repairs

The Right to Repair Scheme gives tenants a statutory right to have certain qualifying repairs up to the value of £350 carried out by their landlord within a given timescale as listed in the following table.

Only repairs falling into any of the categories listed in the table, qualify under the Right to Repair Regulations. These are subject to exceptions which would render them non-qualifying repairs.

Where a repair does qualify under the regulations, then it will be recorded in the Open Housing Repairs Module in the same way as normal repairs, but will have its priority set in accordance with the maximum time for completion as set out in the qualifying repairs table.

QR	Qualifying Repair	Max Completion Time in Working Days	Guidance on Qualifying Repairs
1	Blocked flue to open fire or boiler.	1	A blocked flue to an open fire means a chimney and blocked flue on a boiler is the flue which allows the exhaust gases to escape. RTR's should only be logged under this category for this cause and not for other heating issues (see QR10 below).
2	Blocked or leaking foul drains or soil stacks or toilets where there is no other toilet in the house.	1	Blocked and leaking foul drains fall under this category but blocked toilets only come into this category where there are no other toilet facilities in the house. This should be determined at the time of logging the repair. Note that this will not be a qualifying repair where the blockage is due to the negligence of the tenant i.e. a blockage resulting from the deposit of fat, grease, nappies, other foreign bodies or children's toys.
3	Blocked sink, bath or basin.	1	A blockage to either a bath, sink or wash hand basin falls into this category but it will not be a qualifying repair under RTR where the repair is due to the negligence of the tenant i.e. a blockage resulting from the deposit of fat, grease, foreign (as GB above) or children's toys.
4	Toilet not flushing	1	This is only a qualifying repair where there are no other

	where there is no other toilet in the house.		toilet facilities in the house. This needs to be determined at the time of the repair being reported. Where other toilet facilities are available the repair will be recorded under the normal repair priorities.
5	Complete loss of electrical power.	1	This is a qualifying repair except where the loss of power is not within the control of Waverley Housing i.e. power cut; or switch off of power by a utility company; or no credit left in a credit meter.
6	Partial loss of electrical power.	3	This may be a loss of power to sockets with the lighting circuits still working, or vice versa. If the failure is as a result of a tripped circuit due to a faulty appliance owned by the tenant the repair will be rechargeable.
7	Unsafe power or lighting sockets or electrical fitting.	1	Unsafe in this respect means where a switch or socket is cracked or broken; or is sparking; or has exposed wiring; or is resulting in intermittent supply (light flickering etc.)
8	Mechanical extractor fan in kitchen or bathroom not working.	7	This only qualifies under RTR where the mechanical extractor has been provided and fitted by Waverley Housing.
9	Loss or partial loss of gas supply.	1	This is a qualifying repair except where the loss of supply is not within the control of Waverley Housing i.e. where the supply has been cut off by a utility company; or no credit left in a credit meter.
10	Loss or partial loss of heating and/or hot water where no alternative heating is required.	1	This only qualifies where no other form of heating or water heating is available. Other forms of heating include portable heaters and other forms of water heating include electric showers etc.
11	Complete loss of water supply.	1	This is a qualifying repair except where the loss of water supply is not within the control of Waverley Housing i.e. where the supply is due to a burst water main or has been cut off by the water authority.
12	Partial loss of water supply.	3	An example of partial loss of supply would be where water is only on one level of a house.
13	Significant leaks or flooding from water or heating pipes, tanks or cisterns.	1	Attention should be paid here to the word significant. The repair should only be categorised under this heading of RTR where there is a significant leakage of water from the leaking component causing immediate damage to property, fittings or the tenants' furnishings.
14	Insecure external window, door or lock.	1	This refers to items that cannot be made lock-fast. Please note however that with regard to windows that it means that windows can be secured by means of window catches, handles etc. and not that windows need to be fitted with secondary window locks.
15	Loose or detached banister or handrail.	3	This is a qualifying repair where a loose or detached banister or handrail poses a health and safety risk.
16	Unsafe timber flooring or stair threads.	3	Would relate to unsafe flooring (i.e. rotten floorboards); or loose flooring or stair treads which are likely to pose a significant trip hazard. Squeaking floorboards or minor unevenness below floor finishing's etc. should not be included under this heading.
17	Unsafe access path or step.	1	This relates to unsafe access paths or steps where loose steps, broken paving slabs and uneven paving are likely to

			present a trip hazard or result in a fall. Bear in mind that common areas do not qualify under RTR although the liability for health and safety may remain with Waverley Housing where path or access steps are in the ownership of Waverley Housing.
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5. Examples of Non-Qualifying Repairs

- Communal Repairs
- Within Defects Liability period (the Warranty period on fittings or appliances, e.g. thermostats, boilers, etc.)
- Repairs which are the responsibility of utility providers i.e. Water, Sewage, Power Source etc.
- Repairs which are the responsibility of the tenant i.e. where the repair is to a component not fitted or provided by Waverley Housing or where the repair is as a result of negligence, malicious damage or accidental damage.

- 5.1. Where a repair does qualify under the regulations then it will be recorded in the Open Housing repairs module in the same way as normal repairs but will have its priority set in accordance with the maximum time for completion as set out in the qualifying repairs table.
- 5.2. N.B. The maximum time starts on the first working day after the day of receipt of notification. Working days are Monday to Friday excluding local and public holidays.
- 5.3. Priorities are set up Open Housing as RTR1 (1 working day), RTR2 (3 working days) and RTR3 (7 working days). In addition an RTR flag needs to be set within Open Housing by ticking the box marked RTR on the job logging screen on the third tab marked other.

6. Tenant Information

- 6.1. When a qualifying repair is reported, the tenant will be informed of the maximum time it should take to be completed. The tenant will be given details of the contractor who will carry out the repair and advised if it is not repaired within the maximum timescale they have the right to instruct an alternative contractor, from an approved list, to do the work and compensation for the inconvenience will be paid. On request by the tenant, they will be provided with details of alternative contractors.
- 6.2. A tenant information leaflet (see Appendix 1) will be available explaining the right to repair process, and will be given to the tenant along with the tenants' copy of the job line, when reporting a qualifying repair. Where the report is by telephone the information leaflet must be forwarded to the tenant along with the tenants' copy of the job line.

Tenants are provided with an Annual Notice on Right to Repair in February each year, along with notification of new rents to apply from April following.

7. Qualifying Conditions

- 7.1. The right to repair scheme allows tenants the right to instruct an alternative contractor to do the work and send the bill to us provided that:
- The work was not completed by us within the maximum time allowed.
 - The tenant has complied with access arrangements.
 - The tenant contacts us to advise us of the failure to complete the work before they instruct an alternative contractor.
 - The tenant uses an Approved Contractor (from Waverley Housing's list)
 - The cost of any single qualifying repair does not exceed £350.
- 7.2. If an alternative contractor is instructed and the above conditions are not met the tenant will be recharged for the cost of the repair.

8. Compensation

- 8.1. Compensation, for failure to complete a repair within the statutory maximum timescales, will be calculated in accordance with the Scottish Secure Tenants (Right to Repair) Regulations 2002. Compensation for tenants will therefore be calculated at the rate of £15 for the first day of a repair going beyond its timescales, and £3 for every day thereafter, up to a maximum of £100. The amount of compensation due will be notified at each month end to the finance section (except where the compensation has already been made within the period).

9. Compensation Payment Arrangements

- 9.1. Waverley Housing will honour the requirement to the Statutory Right to Repair Scheme to make payment to the tenant without a requirement for the tenant to submit a claim. Qualifying repairs not completed within timescales will be evident from the monthly Job Completion Report. The Property Services Assistant will complete the Compensation Payment Form, and forward to the Finance Department to arrange and issue payment. The finance section will contact the tenant to obtain bank details for direct payment to the tenants' bank account or will make such other arrangements as necessary. Tenants who are in rent arrears are to be given the choice to have compensation deducted from rent arrears or receive the compensation direct.

10. Reclaim of Compensation

- 10.1. At the Manager's discretion, Waverley Housing will reclaim payment of compensation from the prime contractor (where this is an external contractor) by deducting compensation amounts from monthly payments as per under the appropriate declaration agreed by the contractor when appointed to the approved list. Payment remittance advice to the contractor will reflect such deductions.

11. Arbitration Procedures

- 11.1. All complaints in respect of the operation of the statutory Right to Repair scheme will be dealt with through Waverley Housing's Complaints procedure. Should the

tenant remain dissatisfied at the conclusion of this process, he/she may seek an independent ruling from the Scottish Public Services Ombudsman.

APPENDIX 1

RIGHT TO REPAIR NOTICE

Repair Reference, Job Number

The above repair order reported by you is a qualifying repair under the terms of the Scottish Secure Tenants (Right to Repair) Regulations 2002. Under the regulations the repair must be completed within the maximum time stated provided that you can make suitable access arrangements for the workman. The maximum time for us to complete the repair is indicated on the copy job line you have received with this notice.

The scheme also allows you the right to instruct an alternative contractor to do the work and send the bill to us provided that:

- a) The work was not completed by us within the maximum time allowed.
- b) You have complied with access arrangements.
- c) You contact us to advise us of the failure to complete the work before you instruct an alternative contractor.
- d) You use an Approved Contractor (* see below).
- e) The cost of any single qualifying repair does not exceed £350.

If the alternative contractor is instructed and the above conditions are not met you may be recharged the cost of the repair.

Approved Contractors:- If you need to contact us as in c) above we will provide you with a list of approved contractors relative to the nature of the repair required.

Failure to complete a repair within the maximum time allowed shall entitle tenants to compensation in accordance with the statutory scheme. Further details of the compensation scheme are set out in our Compensation Policy a copy of which is available on request.

Details of the Right to Repair scheme is contained in the Tenants Handbook. However should you require further information then please get in touch with any of our contact centres or phone the repairs number on Freephone 0800 104 105.

If you would like a copy of this notice in a more accessible format such as, large print, Braille, Audio Tape or in any language other than English, then please contact us.

APPENDIX 2

COMPENSATION PAYMENT FORM

FAILURE IN SERVICE DELIVERY (RIGHT to REPAIR)

Name:			
Address:			
Job Number	Priority	Trade	Job Description
Reported Date	Estimated End Date	Actual Completion Date	

Statutory Compensation

Scottish Statutory Instrument 2002 No.316 Section 12

1. Where the primary contractor has failed to carry out the qualifying repair by the last day of the maximum period the landlord shall pay the tenant a sum of compensation calculated in accordance with paragraph (2).
2. The amount of compensation referred to in paragraph (1) shall be the sum of:
 - 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*

Basis of Calculation

Period	Number of days	Amount/Day	Total Compensation
1 st Day of Compensation	1	£15	£
Additional days		£3	£
Total			£

Amount Due	£
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Reason for Delay

Signed: _____ Date: _____