



Provanhall Housing Association Limited

RIGHT TO REPAIR POLICY

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RIGHT TO REPAIR POLICY

1.0 Introduction

Provanhall Housing Association (PHA) is a community based not-for-profit organisation located in the Provanhall area of Easterhouse. The Association is run by an elected and voluntary Management Committee. Policies of the Association are agreed and approved by the Management Committee with the implementation of these policies the responsibility of staff.

This policy outlines the principles that will be used by Provanhall Housing Association in implementing the Right to Repair Policy (RTR) in line with best current practice, guidance and legislation.

2.0 Objectives

- i. To ensure that the Association complies with its regulatory obligations. It is our aim to comply fully with these obligations.
- ii. To promote the highest possible standard of reactive maintenance service to the Association's tenants with the additional safeguard of tenants possibly qualifying for a financial compensation payment where the service does not comply with the agreed legislation.
- iii. To promote a prompt, efficient and transparent service which offers flexibility to meet the needs of the Association's tenants.
- iv. To achieve cost effectiveness and value for money for the Reactive Repairs budget.

3.0 Obligations

A scheme called Right to Repair came into force on 30th September 2002, as part of the Housing (Scotland) Act 2001. RTR gives tenants the right to have small urgent repairs carried by the Association within a prescribed timescale and access to possible financial compensation if the repair is not started in time.

The level of compensation is governed and published by Scottish Government legislation with the Association having no discretion.

4.0 Legislation and Best Practice

The Association's Right To Repair Policy complies with all legislation; guidance and best practice encompassed in the current editions of:

- The Health & Safety at Work Act
- The Housing (Scotland) Act
- Scottish Secure Tenancy Agreement (SST) or Short SST
- Equalities Act
- Scottish Social Housing Charter

5.0 Scottish Social Housing Charter Outcomes

The following charter outcomes and standards are relevant to the Right to Repair Policy:

5.1 Charter Outcome 1 'Equalities':

"every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services".

5.2 Charter Outcome 2 'Communication':

"tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides".

5.3 Charter Outcome 4 'Quality of Housing':

"tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH) by December 2020".

5.4 Charter Outcome 5 'Repairs, maintenance and improvements':

"tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done".

5.5 Charter Outcome 13 'Value for money':

"tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay".

6.0 Annual Return on the Charter (ARC) Indicators

The following Annual Return on the Charter (ARC) Indicators are relevant to the Right to Repair Policy:

6.1 Charter Indicator 10

"Percentage of existing tenants satisfied with the quality of their Home".

6.2 Charter Indicator 12

"Average length of time taken to complete non-emergency repairs".

6.3 Charter Indicator 13

"Percentage of reactive repairs carried out in the last year completed right first time".

6.4 Charter Indicator 16

"Percentage of tenants who have had repairs or maintenance carried out in last 12 months satisfied with the repairs and maintenance service".

7.0 Equalities

Provanhall Housing Association is an equal opportunities organisation. The Association's Equality and Diversity Policy seeks to ensure that everybody is treated equally. The RTR Policy will not unfairly discriminate against any individual, or group of persons dealt with under the Policy on the grounds of:

- age
- being or becoming a transsexual person
- being married or in a civil partnership
- being pregnant or having a child
- disability
- race including colour, nationality, ethnic or national origin
- religion, belief or lack of religion/belief
- sex
- sexual orientation

The association wishes to ensure there are no barriers in accessing its services. Relevant documents can be translated into a range of languages or formats on request. We will also make available translation services for those who wish more detailed information and to assist those who wish to make personal enquiries. For anyone with visual or hearing problems, documents can also, on request, be made available in larger print, on tape, in Braille or on any other format required.

Any complaints received in relation to breach of this policy will be addressed via the association's Complaints Policy.

8.0 Complaints

The Association has a separate Complaints Policy and Procedure which explains how tenants who are dissatisfied with the operation of any aspect of the RTR Policy can make a complaint to the Association.

Tenants can make a comment, suggestion or complaint by the following process:

8.1 Stage 1 – Frontline Pledge.

The tenant can make a complaint to any staff member and staff will try to resolve the complaint immediately, or at most, within 5 working days. The complaint can be made in person or by phone, fax, email, in writing, completing our complaints form, via our website or by any other means suitable to the complainant. If we are unable to resolve the complaint the applicant or tenant will be advised why. If the complaint is more complex or the complainant is unhappy with the decision or outcome of their complaint, they can ask for the complaint to be dealt with under stage 2 of the complaints procedure.

8.2 Stage 2 – Full Investigation.

The complaint will be dealt with at stage 2 if the complainant is unhappy with the outcome at stage 1 or if it is too complex and requires detailed investigation. We will aim to carry out a full investigation and write to the complainant with our decision and outcome within 20 working days.

8.3 Scottish Public Services Ombudsman (SPSO)

If the tenant does not agree or accept the decision or outcome at stage 2, they have a final right of complaint to the SPSO. The applicant is advised how they can complain to the SPSO.

9.0 Key Personnel

The staff contact for tenants with queries relating to this scheme is the Technical Services Officer (TSO).

10.0 Qualifying Repairs

RTR covers prescribed repairs up to a value of £350. The repairs are called Qualifying Repairs and only include those contained in the following list. The timescales relating to each repair are also prescribed with the Association having no discretion:

Repair Description	Maximum Period in Working Days after Date of Notification of Qualifying Repair or Inspection
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stack or toilet pan where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electrical power	3
Insecure external window, door or lock	1
Unsafe access path/step	1
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
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or internal bathroom not working	7

11.0 Confirmation

When a repair is received, the Association will advise the reporter if the repair is a qualifying repair under the scheme. If the repair qualifies, the Association will: -

11.1 Confirm the maximum time allowed to carry out the repair

11.2 Confirm the last day of that period

11.3 Explain the tenant's rights under the Right to Repair scheme

11.4 Confirm the name and telephone number of the contractor carrying out the work

11.5 Confirm an alternative contractor and telephone number in the event of failure of the first contractor to complete the works.

12.0 Qualifying Persons

Compensation will only be payable to the person(s) who hold a valid tenancy agreement with Provanhall Housing Association for the property affected by the repair.

13.0 Exclusions

The following circumstances will be excluded from compensation: -

- i. Repairs within a property Defect Liability Period which are the responsibility of the Main Contractor
- ii. Repairs which might involve an element of recharging to tenants
- iii. Repairs which are not the Association's responsibility
- iv. Where reasonable access was not afforded by the tenant
- v. Where the repair was made safe whilst awaiting materials or specialist components
- vi. Where the Association has affected a temporary repair within the agreed response time to prevent the immediate threat to the tenant's health, safety or security
- vii. Exceptional weather conditions which affect the health & safety of persons carrying out repairs
- viii. The value of the repair exceeds £350.00

14.0 Compensation

Notwithstanding the exclusions stated in paragraph 13.0, tenants will be eligible for compensation if the recorded repair is not completed within the response time as noted in paragraph 10.0.

- i. The amount of compensation to be paid to the tenant shall be a flat rate payment of £15.00 for each repair. The second contractor will have the same length of time to carry out the repair as the first contractor. If this has not been carried out within the time limit set, the tenant will be entitled to another compensation payment of £3.00 for each working day until the repair has been completed. This amount can add up to a maximum compensation payment of £100.00 for any one repair.
- ii. If the first contractor eventually carries out the repair but beyond the target period, the tenant will still be entitled to the £15.00 flat rate compensation payment.

15.0 Payment Arrangements

The Association will advertise the RTR scheme annually in one of its quarterly Newsletters. The advice will include the following claiming arrangements and the qualifying repair criteria:

- i. Tenant claims in writing to the Association within 28 days of the contractor's failure to meet the repair response target.
- ii. Payment of compensation or written explanation of exclusion will be issued to the tenant from the Association within 28 days of receipt of claim.
- iii. Tenants who are in arrears of any payments due to the Association will not be excluded from the scheme, but a valid compensation payment may be credited to their account with the prior written agreement of the tenant.
- iv. The Association will pay the due compensation to the tenant and recover the full amount from the contractor(s) who failed to meet the target response.

16.0 Review of Policy

In order to ensure that this policy meets its stated objectives the Policy and related procedures will be reviewed 5 years from the date of approval, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards. The next review will take place in January 2028

17.0 Cross Reference Documents

- i. Scottish Secure Tenancy Agreement (SST) or Short SST
- ii. Repairs and Maintenance Policy
- iii. Equality and Diversity Policy
- iv. Complaints Policy