

Paragon Housing Association Limited

POLICY:	RIGHT TO REPAIR
POLICY AREA:	HOUSING MANAGEMENT
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1. Policy

The purpose of this policy is to outline the Tenants Right to Repair Scheme operated by the Association.

The principal aim of the policy is to promote the highest possible standards in housing maintenance thus ensuring that tenants receive an excellent repairs service with the additional safeguard of receiving compensation where the service does not comply with agreed standards.

2. Statutory Obligations

The legal provisions governing the Tenants Right to Repair Scheme are contained in the Scottish Secure Tenants (Right to Repair) Regulations 2002. The Association will meet all the legal requirements as defined in the Housing (Scotland) Act 2001 and other subsequent or relevant statutes.

The Association recognises that it must meet all relevant statutory obligations. Buildings must be kept in good repair and installations maintained in proper working order to ensure that properties are fit for human habitation and that no defect places any persons in potential danger.

The Association will meet any contractual obligations contained in its tenancy

agreement.

3. Qualifying Tenants

The scheme will apply to all Paragon Housing Association tenants.

4. Qualifying Repairs

Compensation shall be payable in instances of the categories of repairs as per the attached list (See Appendix One). The list also gives the timescale (working days) within which they require to be completed. A working day is one which is not a public holiday or a Saturday or Sunday.

The scheme provides tenants with the right to instruct these repairs when the Association has failed to carry them out within a specified period. The scheme applies to qualifying repairs of not more than £350, which if not completed within a reasonable time, may jeopardise the **health, safety or security** of the tenant.

Qualifying repairs are those which are considered to be of particular concern to tenants and likely to cause distress if they are not done quickly.

The provisions of the Right to Repair scheme are not intended to revoke any existing arrangements that are in place to provide an emergency out of normal working hours response to repair requests.

Only those repairs stated in the list will qualify under the Right to Repair scheme.

5. Exceptions

The right to repair scheme does not apply:-

- where the tenant has failed to provide access to carry out the repair or a pre-inspection. This does not debar the tenant from re-applying and beginning the process again.
- to communal parts of the property - this is excluded because of the potential involvement of owner occupiers in such repairs.
- where the repair affects something to which a contractual guarantee applies in terms of either labour or materials i.e. within the contractual defects liability period.
- where the Association is not responsible for the repair, i.e. it is the responsibility of a public utility or it is the tenant's responsibility.
- repairs which might involve an element of recharging to tenants.
- where the repair was made safe whilst awaiting specialist components
- where the Association has effected a temporary repair within the agreed response time to prevent the immediate threat to the tenant's health, safety or security.

6. **Alternative Contractor**

Paragon Housing Association will arrange an alternative contractor who is prepared to carry out qualifying repairs. If no alternative contractor is available, the tenant will not be able to instruct an alternative contractor, but will still be entitled to the basic compensation.

Existing arrangements for monitoring the service provision by any alternative contractor will be carried out as with any other approved contractor.

7. **Compensation**

It will be a matter for the tenant to make an appropriate claim within 21 days of failure to meet response target giving full details of the failure in service delivery.

Compensation can come in two parts,

- delay by the initial contractor, and,
- delay by the alternative contractor.

In respect of the initial contractor, if they have failed to carry out the qualifying repair by the end of the maximum prescribed time, the tenant will be entitled to a payment of £15.

In addition, if the **alternative contractor** also fails to carry out the repair within the second period of prescribed time, the Association will pay compensation at the rate of £3 per working day, for every working day that the repair remains outstanding. The maximum compensation payable is £100.

Except with the discretionary authority of the Housing Manager, any compensation payment will automatically be credited to any rent arrears, housing benefit overpayment due, or rechargeable repair.

Tenants not in arrears will be sent a cheque for the full value of the compensation due. Payment of compensation to the tenant should normally be made within 28 days of receipt of the claim. The cheque will be sent to the tenant along with a covering letter clearly stating what the payment is for i.e. failure to deliver its maintenance obligations as per agreed response times. The letter will also state that payment of compensation should not be seen as an admission of liability in instances where the tenants' possessions or belongings have been damaged in any way.

8. Suspension of Maximum Time Calculation

It is possible to suspend the calculation of the maximum time, if there are exceptional circumstances, beyond the control of the Association or the contractor, which prevent the repair being completed. For example, natural disasters such as extensive flooding, or the non-availability of special parts or materials.

The tenant must be informed when such suspension is in place, the reason for it and the effect of it on the maximum time (completion date). There is no stipulation about the method of informing the tenant, nor about the ending of the suspension. The calculation of the maximum time should start again when the reason for the suspension has been resolved.

9. Procedures

The Association has procedures for dealing with the operation of the scheme.

10. Information to Tenants

The Association will inform tenants in writing once each year about the provisions of the scheme and the alternative contractors available to carry out qualifying repairs. In addition to informing its tenants in writing the Association shall ensure that information is made available in the Tenants Handbook.

11. Equal Opportunities

The Association will not discriminate in the operation of this policy on the basis of age, gender, race, colour, ethnic or national origin, religion, marital status, family circumstances, political or sexual orientation, medical condition or disability. The Association aims to promote equal opportunities and complies with the requirements of the legislation governing equal opportunities.

12. Training

The Association will ensure that staff dealing with Right to Repair policy will have the appropriate training and knowledge to perform their job effectively.

13. Complaints

Tenants who do not agree with decisions made about any aspect of staff dealing with the right to repair scheme can complain using the Association's Complaints Policy.

14. Monitoring

The Association's procedures outline the controls which will be in place to monitor the effective use of this policy.

15. Review

This policy will be reviewed at least every 5 years or earlier if legislation changes.

APPENDIX ONE

Subject: LIST OF REPAIRS WHICH ARE QUALIFYING REPAIRS, AND MAXIMUM TIMESCALE FOR COMPLETION (DAYS).

REPAIR	WORKING DAYS TO COMPLETE
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
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
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, or electrical fitting	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
Broken mechanical extractor fan in a kitchen or bathroom	3