



Affordable homes.
Exceptional care.

Trust Housing Association and Wishaw & District Housing

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Lead Officer:	Property Asset Manager
Scottish Social Housing Charter Outcomes & Standards:	Outcome 1: Equalities Outcome 4: Quality of Housing Outcome 5: Repairs, Maintenance & Improvements Outcome 14: Value for Money
Regulatory Standards of Governance and Financial Management:	N/A

Right to Repair Policy

Contents

1. Introduction	3
2. Aims & Objectives	3
3. Qualifying Repairs	3
4. Suspension of Qualifying Repairs	4
5. Exemptions	4
6. Compensation	4
7. Complaints	5
8. Data Protection	5
9. Anti-Bribery	5
10. Equality, Diversity & Inclusion	5
11. Policy Review	6
12. Document References	6

1. Introduction

- 1.1 The Right to Repair is a statutory right established by the Housing (Scotland) Act 2001, with the stated aim of providing an improved repairs service for tenants.
- 1.2 This policy adopts the principles set out within the Act and details the repairs which qualify under the “Right to Repair” scheme.
- 1.3 A separate procedure note is available for staff and tenants.

2. Aims & Objectives

- 2.1 Trust Housing Association aims to provide a responsive repairs service which satisfies tenants and ensures the maintenance of a high-quality housing stock.
- 2.2 Under the Act, certain specified small urgent repairs, referred to as “Qualifying Repairs” must be carried out within a prescribed timescale, failing which the tenant is entitled to be compensated by the Association.
- 2.3 The Regulations within the Act determine the amount of compensation that should be paid.
- 2.4 If the contractor fails to start a Qualifying Repair within the prescribed timescale, the tenant has the right to instruct an alternative contractor, who must be named by the Association, to carry out the original repair.
- 2.5 In the event the second contractor fails to meet the specified timescales, further compensation on a daily basis is payable.

3. Qualifying Repairs

- 3.1 The Right to Repair provides tenants with the right to instruct a Qualifying Repair when their landlord has failed to carry them out within a specified period.
- 3.2 The Qualifying Repairs covered each have a maximum cost of £350 and are those which are considered to be of particular concern to tenants and likely to cause distress if they are not done quickly.
- 3.3 A working day for the purpose of the Right to Repair is not a Saturday or a

Sunday, Christmas Eve, or any day that the office of Trust Housing Association is closed as a result of a public or local holiday.

- 3.4 The provisions of the Right to Repair are not intended to revoke any existing arrangements that are in place to provide an emergency out of normal working hour's response to repair requests.

4. Suspension of Qualifying Repairs

- 4.1 There are certain exceptional circumstances where the "Right to Repair" can be suspended due to reasons out with either the Contractor or Association's control.

- 4.2 In these circumstances it may be necessary to extend the maximum time allowed provided the Association notifies the tenant of this and the reasons for the extension.

- 4.3 Such exceptional circumstances are listed within the can include:

- Severe weather conditions.
- Epidemic.
- Failure of the tenant to provide access for inspection of the execution of the works.
- Threats to the safety of the Associations staff or the contractor's operatives.

5. Exemptions

- 5.1 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.
- To communal parts of the property
- Where the repair affects something to which a contractual guarantee applies in terms of either labour or materials i.e. within a contractual defect's liability period.
- Where the landlord is not responsible for the repair, i.e. it is the responsibility of a public utility or the repair is the tenant's responsibility as detailed in the tenant's handbook.

6. Compensation

- 6.1 In the event that the "Qualifying Repair" is not completed within the prescribed timescale, presuming that there are no exceptional circumstances, the tenant shall be entitled to a payment of £15 in compensation of the inconvenience suffered.

6.2 Where works are not completed within the response time set, the tenant is entitled to a further payment of £3 compensation for each working day until the repair has been completed.

6.3 The compensation period ends on the day on which the “Qualifying Repair” is completed.

6.4 The maximum compensation payment for any one repair is £100.

7. Complaints

7.1 Trust Housing Association take any complaints about service standards seriously. If any service user is unhappy about the level or standard of service they have received, the Associations approach is outlined in our Complaints Policy, which is available on request.

8. Data Protection

8.1 We will comply with the provisions of the Data Protection Act 2018, which gives individuals the right to see and receive a copy of any personal information that is held about them by the Association and to have any inaccuracies corrected.

9. Anti-Bribery

9.1 The Association is committed to the highest standards of ethical conduct and integrity in all its activities and, to ensure compliance with the Bribery Act 2010, it has introduced an Anti-Bribery policy and procedures. These must be adhered to by all employees, Board Members and associated persons or organisations acting for or on behalf of Trust when undertaking any actions referred to in this policy.

10. Equality, Diversity & Inclusion

10.1 As Leaders in Diversity, Trust aims to promote equality and diversity and operate equal opportunities policies which inform all aspects of its business. It will ensure that it adheres to the Equality Act 2010 by being committed to equal and fair treatment for all and opposed to any form of unlawful discrimination.

10.2 As such, in considering this policy, no one will be treated differently or less favourably than others because of any of the protected characteristics as listed in the Equality Act 2010:

- Age
- Disability
- Gender reassignment

- Pregnancy and maternity
- Race
- Religion and belief
- Sex
- Sexual orientation; or
- Marriage and Civil Partnership

Or because of any other condition or characteristic which could place someone at a disadvantage were it to be taken into account, unless this can be objectively justified in terms of the legislation.

- 10.3 Trust will make reasonable adjustments for disabled people where necessary and possible to do so.
- 10.4 Upon request, Trust will make information on applying for housing available in alternative formats, such as large print, tape, Braille to overcome communication barrier.
- 10.5 Trust will use Happy to Translate tools and procedures to help overcome a language barrier.

11. Policy Review

- 11.1 This policy will be reviewed on a three-yearly basis. The purpose of the review is to assess the policy's effectiveness and adherence to current legislation and good practice and identify any changes which may be required.

12. Document References

- 12.1 In all of the Association's official documents, where references are made to specific job titles, roles, groups or committees, such references shall be deemed to include any changes or amendments to these job titles, roles, groups or committees resulting from any restructuring or organisational changes made within the Association (or, where this policy also applies to another member of the Trust group, made within that group member) between policy reviews.