

FORTH HOUSING ASSOCIATION LIMITED

Right to Repair Policy and Procedures

1.0 Equal Opportunities

1.1 Forth Housing Association believes that certain sectors of the population are disadvantaged by individual and group values, as well as by organisational structures. Forth Housing Association seeks to avoid all such forms of discrimination by ensuring that there will be no discrimination on the grounds of race, colour, nationality (including citizenship), ethnic or national origins, religion, social background, disability, marital status, responsibility for children or dependants, gender, age or sexual orientation.

2.0 Introduction

2.1 Forth Housing Association is committed to customer care and the delivery of a quality repairs service to its tenants.

2.2 The Scottish Secure Tenants (Right to Repair) Regulations 2002, entitles a Scottish Secure tenant to have a qualifying repair carried out to their home. Furthermore, the Regulations make provision for compensation to be paid to the tenant should a qualifying repair not be completed, without good reason, within a maximum period.

3.0 Qualifying Repairs

3.1 The following defects are deemed to be qualifying repairs. Forth Housing Association will pay for the work completed in respect of any single qualifying repair up to a maximum of £350.

Repair	Maximum Period in Working Days from date immediately following date of notification or inspection
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 drain	1
Electrical power:	
Loss of electrical power	1
Partial loss of electrical power	3
Insecure external window, door, lock	1

Repair	Maximum Period in Working Days from date immediately following date of notification or inspection
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
Water supply:	
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair tread	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

4.0 Maximum Period

4.1 The maximum period within which a qualifying repair is to be completed is detailed in the foregoing table. The maximum period will commence on the first working day after:

- The date of receipt of notification of the qualifying repair by Forth Housing Association, or,
- The date after the repair is inspected

4.2 There may be occasions when due, to circumstances beyond the control of Forth Housing Association or the contractor, it is impossible to complete a repair within the maximum time, for example severe weather or awaiting delivery of parts. In such cases Forth Housing Association may need to make temporary arrangements and extend the maximum time. The tenant will be kept informed should this be the case.

5.0 Reporting a Repair

5.1 When a tenant reports a repair to Forth Housing Association the tenant will be advised whether it is the Association's responsibility and if it is a qualifying repair.

- 5.2 If the repair does qualify under “Right to Repair” Forth Housing Association will advise the tenant
- If an inspection is required
 - Of the maximum period allowed to carry out the repair
 - The last day of that period
 - Of their right under “Right to Repair”
 - Of the name, address and telephone number of a listed contractor (the “*primary contractor*”, who will be instructed to carry out the repair), and details of one other contractor (the “*secondary contractor*”).
- 5.3 Where the primary contractor has not started the qualifying repair by the last day of the maximum period, the tenant may instruct the secondary contractor to undertake the repair.
- 5.4 A tenant may not instruct a secondary contractor if this would infringe the terms of a guarantee for work or materials eg in the case of defects liability period, rot works.

6.0 Issuing A Works Order for a Qualifying Repair

- 6.1 Forth Housing Association will inform the primary contractor
- That a repair is required and that it is a qualifying repair
 - Of the maximum time within which the qualifying repair is to be completed
 - Of the last day of the maximum time, and
 - Of the arrangements made for access

7.0 Failure to Provide Access

- 7.1 Should Forth Housing Association require to inspect a qualifying repair the tenant will be advised and a convenient time made to do so.
- 7.2 Where, despite given reasonable notice, a tenant fails to provide access to allow a qualifying repair to be inspected or carried out, the tenants rights under “Right to Repair” will cease to apply. The tenant will then require to re-apply and start the process again.

8.0 Secondary Contractor

- 8.1 On receiving instruction from the tenant to undertake the qualifying repair the secondary contractor will inform Forth Housing Association. A works order will be raised and the contractor advised the maximum period for completion of the repair.

9.0 Compensation

- 9.1 Where a qualifying repair is not completed by the last day of the maximum period Forth Housing Association will pay £15.00 in compensation. An additional sum of £3.00 per working day will be paid until the repair has been completed.
- 9.2 A maximum sum of £100 will be paid in compensation to a tenant.
- 9.3 Forth Housing Association will make payment to the tenant by cheque within 28 days of completion of the qualifying repair.
- 9.4 Forth Housing Association may off set any compensation payment against a tenant's rent arrears. Where this is the case the tenant will be informed by letter.

10.0 Tenant Information

- 10.1 Forth Housing Association will remind tenants in writing once every year of the provisions of "Right to Repair" and provide a list of contractors who will carry out qualifying repairs.

11.0 Data Protection

- 11.1 When implementing the policies and procedures of Forth Housing Association all staff and committee members must adhere to and be aware of the requirements of the Association's approved Confidentiality Policy and the Data Protection Act 1998. In situations where there may be any doubt about the requirements of the Data Protection Act 1998 it is recommended that the Association seeks the views of its legal advisors.

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