



**Name of Policy: Right to Repair for Tenants  
(Ref: PS 15)**

**Purpose of Policy:** The main aim of this policy is to operate the statutory scheme to ensure the tenants receive a first class repairs service, backed with the safeguard of a right to compensation in instances where the level of service fails.

<b>Policy Monitoring Details</b>	
<b>Department</b>	Property Services
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<b>Status</b>	Association
<b>Date Board Approval</b>	25/09/2002
<b>Update</b>	11/11/2020
<b>Planned Review Date</b>	11/2025
<b>Regulatory Outcomes Being Achieved</b>	Scottish Secure Tenants (Right to Repair) Regulations 2002
<b>Tenant Consultation Required</b>	N/a
<b>Equalities Impact Assessment</b>	Not Required
<b>HRA Implications</b>	N/a

<b>Content List</b>	
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<b>1.</b>	<b>Background Aim</b>	
	1.1	<p>The Scottish Secure Tenants (Right to Repair) Regulations 2002 covered the right of all tenants on a Scottish Secure Tenancy to :</p> <ul style="list-style-type: none"> <li>• access a statutory Right to Repair scheme,</li> <li>• have certain urgent repairs carried out within a given timescale,</li> <li>• make provision for the tenant should the landlord's contractor fail to carry out the urgent repairs out within a specified period.</li> </ul>
	1.2	The main aim of this policy is to operate the statutory scheme to ensure the tenants receive a first class repairs service, backed with the safeguard of a right to compensation in instances where the level of service fails.
<b>2.</b>	<b>Objectives</b>	
	2.1	The Association has set specific response categories across all types of repairs and these response timescales are generally faster than those set under the statutory Right to Repair scheme.
	2.2	Full details of our repair obligations, response categories and how to request a repair are listed on our web page <a href="http://www.manorestates.org.uk">www.manorestates.org.uk</a> and in the Tenant's Information Pack.
	2.3	If our primary contractor fails to deliver the contracted level of service, and fails to ensure that the response timescales are met, this policy allows the tenant to instruct an approved Alternative Contractor to undertake the repair.
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<b>3.</b>	<b>Qualifying repairs</b>	
	3.1	The Right to Repair Scheme covers certain specific repairs which are the Associations responsibility, known as Qualifying Repairs.
	3.2	Qualifying Repairs will be deemed completed for the purposes of the Scheme when they have been "made safe".
<b>4.</b>	<b>Maximum Period</b>	
	4.1	The maximum period is the time allowed under the Right to Repair Scheme to respond to a Qualifying Repair request.

	4.2	<p>The maximum period starts the first working day after -</p> <ul style="list-style-type: none"> <li>• the date of receipt of notification of the Qualifying Repair, or</li> <li>• the date of inspection and establishing status as Qualifying Repair.</li> </ul> <p>The end of the working day is taken to be 5.00 pm, and 3.30 pm on Fridays.</p>
	4.3	The number of days relates to working days and excludes weekends and public holidays.
5.	<b>Suspension of the maximum period</b>	
	5.1	The tenant must guarantee access <b>at all times</b> during the maximum period for the repair to be carried out under the Right to Repair Scheme. Where the tenant cannot guarantee access, the repair will be processed in line with the Association's standard repairs procedures.
	5.2	<p>The maximum period may be extended or suspended by the Association where exceptional circumstances, beyond the control of the Association or the Contractor who is carrying out the Qualifying Repair, will prevent the repair being carried out timeously. For example –</p> <ul style="list-style-type: none"> <li>• genuine difficulties with delivery of materials,</li> <li>• exceptional weather conditions</li> <li>• shortage of specialist trades etc.</li> </ul> <p>The Property Services Administrator will inform the tenant, with explanation of reason.</p>
	5.3	The calculation of the maximum period will start again when the reason for the suspension has been resolved.
6	<b>List of contractors</b>	
	6.1	The Association will maintain a list of Alternative Contractors prepared to carry out Qualifying Repairs.
	6.2	This information will be displayed on our web page <a href="http://www.manorestates.org.uk">www.manorestates.org.uk</a> under <b>Repairs Service</b> , then <b>Right to Repair Scheme</b> , and will be tabled annually in the Newsletter.
	6.3	The Property Services Team will have this information on hand to pass on to any tenant who requests

<b>7</b>	<b>Contract Terms</b>	
	7.1	Our contracts with our Primary and Alternative Contractors vary. Detailed operational procedures will be set with each Contractor, to assess and classify the repair, to instruct the Contractor, to notify the tenants and to ensure compliance with the Right to Repair Scheme in each case.

<b>8</b>	<b>Levels of compensation</b>	
	8.1	The compensation is set to reflect the delay in completing the repair and that there has been a failure in service delivery. The cost of the repair required has no bearing on the level of compensation payable.
	8.2	The tenant may allow the Primary Contractor to complete the repair, even although he has failed to complete to the contracted time. The tenant will still be entitled to the compensation payment.

<b>9</b>	<b>Funding the compensation payment</b>	
	9.1	Where the failure in service is a result of default by the Primary Contractor the Association will counter charge the Contractor through the contract, for the amount of the compensation payment.
	9.2	Payments for cases that are not attributable to the Primary Contractor will be met from the Reactive Maintenance budget.

<b>10</b>	<b>Complaint Handling</b>	
	10.1	Any complaints will be dealt with in accordance with the Association's <b>Complaints Handling Procedure</b> and can be reported through our web page <a href="http://www.manorestates.org.uk">www.manorestates.org.uk</a> <b>Complaints</b> . The <b>Complaints Procedure leaflet</b> is available in the office reception, and to tenants on request.

<b>11</b>	<b>Publication of Scheme Details</b>	
	The Association will keep tenants informed of the Right to Repair scheme through our web page <a href="http://www.manorestates.org.uk">www.manorestates.org.uk</a> , Repair Service, Right to Repair Scheme.	
	11.1	New tenants will be given details of the scheme at the tenancy sign up with their Housing Officer.
	11.2	Leaflets giving details of the scheme will be available in the office reception, and copies will be sent to tenants on request.

	11.3	Reference to the Right to Repair Scheme will be included in our newsletter, annually.
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12	<b>Monitoring of scheme</b>	
	12.1	<p>Figures on Right to Repair completions by the main Reactive Maintenance Contractor will be collated to the monthly Key Performance Indicator Reports and to the quarterly Key Performance Report to the Board.</p> <p>*This will be collated when the Right to Repair scheme is re-started (currently suspended due to Covid 19 response).</p>
	12.2	In addition instances where compensation has been awarded, including whether it has been counter charged to any Contractor, will be narrated in the quarterly report.
	12.3	The Property Services Manager will review the information held on the operation of the <b>Right to Repair Scheme</b> annually to assess whether any revisions are required to any element of the scheme.