

## RIGHT TO REPAIR PROCEDURE

### 1.0 INTRODUCTION

- 1.1 This procedure describes how we will deal with repairs and defects that are designated as qualifying repairs or defects as defined in the statutory 'Right to Repair' regulations.
- 1.2 This procedure should be read in conjunction with the Reactive Repairs procedure and the Scottish Government's Right to Repair Guide, which is issued to every new tenant.
- 1.3 The Head of Asset Management (HoAM) will provide cover in the absence of the Repairs Manager (RM), where a decision cannot await the latter's return.

#### Definition of a Qualifying Repair or Defect

- 1.4 Qualifying repairs are those listed in the appendix to the statutory regulations and have a bearing on the health and safety of tenants (*see Appendix 1*).  
  
There may be instances when it is not initially clear if a repair is a 'qualifying repair'. These should be referred to the RM for a decision, before issuing a works order to the contractor.
- 1.5 Defects are those repairs for which we have a warranty from a supplier or contractor (e.g. from a major repairs programme). For the purposes of the regulations these repairs are to be processed as for other repairs. The only difference is that the tenant is not given a choice of alternative contractor.

### 2.0 ISSUING & MONITORING RIGHT TO REPAIR WORKS ORDERS

- 2.1 As the repair details are entered, the IT system will identify whether or not it is a qualifying repair.

**Note:** The repair may have to be inspected and any time target will start after the inspection, i.e. from when the works order is issued.

- 2.2 The Maintenance Assistant (MA) will run the repair works orders in accordance with current procedures, issue them to the contractor, and will post the repair receipt to the tenant.

The works order will include a statement advising the contractor if the repair is a qualifying repair under the Right to Repair regulations.

#### Monitoring of repairs

- 2.3 Daily, after the running of the afternoon summary of repairs report, the MA will review the status report for completion dates and identify any overdue works.
- 2.4 For any qualifying repairs that have not been attended to by the due date (i.e. not finished, abortive call or awaiting material) the MA will:
  - a) check with the contract supervisor to ascertain the status of the repair and why the repair has not been attended to;
  - b) note this reason on the system and email details to the RM.

- 2.5 On a weekly basis the RM will review the performance of all contractors to whom qualifying repairs have been issued to confirm that the orders are completed or, for whatever reason, the period for completion has been suspended.

### **3.0 REPAIRS NOT ATTENDED TO BY THE DUE DATE**

- 3.1 When advised of qualifying repairs not attended to by the due date the RM will:
- a) investigate the reason with the contract supervisor;
  - b) if relevant, confirm to the contractor that Almond will charge them for any compensation paid to the tenant under the Regulations, plus a £50 administration fee;
  - c) if required, liaise with Finance staff to raise an invoice to the contractor for the compensation amount plus fee;
  - d) record on the contractor's monitoring record the failure to attend in time, the reason and the amount of any compensation paid.

The performance of the contractor on attending to Right to Repair works orders will be one of the standing items for discussion at the regular contractor monitoring meetings.

- 3.2 The RM will calculate the compensation due to the tenant, record this on the system and will then write to the tenant, copy to the relevant Housing Officer (HO) to:
- a) explain why the repair was not attended to and apologise for any delay and inconvenience,
  - b) give details of the amount of compensation due, and
  - c) advise the tenant to contact their HO regarding payment. [The HO will check there are no outstanding monies owed to Almond by the tenant before arranging any compensation payment. If any monies are owed the compensation may be offset against these.]

### **4.0 REQUEST FOR RE-ISSUING OF WORKS ORDER**

- 4.1 If the contractor fails to carry out the repair on time and the tenant exercises their right to choose another contractor (who must be on our current list), and the replacement contractor then requests details of the works, this should be recorded in the system notes about the repair.

The items to be recorded are:

- a) contractor name
  - b) person requesting this (contact point in contractor's company)
  - c) date of request.
- 4.2 The employee processing the request will:
- a) close off the original works order, recording it as a 'failure';
  - b) raise a new works order to the new contractor, to include a reference to the previous works order number;
  - c) liaise with Finance staff to raise an invoice to the original contractor for an administration fee of £50 for the work involved in raising the second order.
- 4.3 If a request for a works order is received from a contractor who is not on the list of Right to Repair contractors they will be informed of this and that the work will not be issued to them.

## **5.0 IMPLEMENTATION AND REVIEW**

- 5.1 The Head of Asset Management is responsible for ensuring that this procedure is followed by all relevant staff.
- 5.2 The Head of Asset Management will ensure that this procedure is reviewed at least every three years.

<b>FIRST APPROVED IN</b>	<b>OCTOBER 1995</b>
<b>CURRENT VERSION 5.0 APPROVED IN</b>	<b>AUGUST 2019</b>
<b>NEXT REVIEW DUE BY</b>	<b>AUGUST 2022</b>

**DEFECTS, REPAIRS which are  
QUALIFYING REPAIRS and  
MAXIMUM TIME for COMPLETION**

<b>1</b> (Defect)	<b>2</b> (Maximum time in working days from date immediately following the date of notification of qualifying repair 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 basin	1
Electric power –	
loss of electric power;	1
partial loss of electric power	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant 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 treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7