

RIGHT TO REPAIR PROCEDURE

1.0 INTRODUCTION

- 1.1 This procedure describes how we will deal with repairs that are designated as qualifying repairs 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.

Definition of a Qualifying Repair

- 1.3 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*).
- 1.4 Qualifying repairs cover repairs on the prescribed list up to a value of £350.00

2.0 ISSUING & MONITORING RIGHT TO REPAIR WORKS ORDERS

- 2.1 When the repair is reported, the Staff member taking the report will identify that it is a qualifying repair and will raise the works order in line with the *Raising a Right to Repair Works Order* found in S:\4 - Asset Management\Information for Housing\Technical Guides folder.
- 2.2 When raising the works order, the staff member will identify the maximum timeframe permitted for the type of qualifying repair, along with the priority coding AHA have identified (detailed in appendix 1 of this procedure) and raise the order accordingly.
- 2.3 While raising the works order, the staff member should notify the Tenant that this is a qualifying repair and the time scale for repair.
- 2.4 The MA's will monitor the completion data for any qualifying repairs in line with the monitoring of data procedures.
- 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 an administration fee of £30.00, as set out in the measure term contract (2020);
 - c) if required, liaise with Finance staff to raise an invoice to the contractor for the administration 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.

4.0 REQUEST FOR RE-ISSUING OF WORKS ORDER

4.1 If the contractor fails to start the qualifying repair by the last day of the maximum period, the Tenant may exercise their right to instruct another listed contractor (who must be on our current list) to carry out the qualifying repair.

4.2 The staff member processing the request will:

- a) Email the Maintenance Inbox asking for the original works order to be cancelled, adding in an Order Note detail the reasoning why the job is being cancelled;
- b) Contact the original contractor advising the works order has been cancelled;
- c) raise a new works order to the new contractor, to include a reference to the previous works order number;
- d) Email the RM the details of the original and new work order numbers to the RM who will:
 - initiate the compensation process detailed below;
 - liaise with Finance staff to raise an invoice to the original contractor for an administration fee of £30.00 for the work involved in raising the second order, where appropriate.

The MA cancelling the original works order will close off the original works order, recording it as a 'failure'.

5.0 PAYMENT OF COMPENSATION

5.1 We will pay compensation to a tenant where a qualifying repair has not been completed satisfactorily within the target time.

5.2 The Tenant is entitled to compensation in the sum of:

(a) £15; and

(b) £3 for every working day, if any, in the period—

(i) commencing on the day after the last day of what would have been the maximum period if the maximum period had applied to the other listed contractor and had started on the day after the day of receipt of instruction; and

(ii) ending with the day on which the qualifying repair is completed,

5.3 Payment will **not** be made where the contractor has made reasonable arrangements to gain access to the property within our required timescale but has been prevented because of the non-availability of the tenant at an agreeable time during the period up to the target date.

- 5.4 From the information on repairs not completed within the target timescales, and where the repair has not been completed by the target completion, the designated MA will obtain the reason from the contractor, plus a timetable for completion.
- 5.5 As soon as possible following satisfactory completion of the repair the MA will complete a report for the RM (Appendix 2). As part of preparing the report the MA will check with the relevant Housing Officer (HO) whether or not there are any outstanding arrears of rent or chargeable repairs – see paras. **5.8 – 5.10** below.

Compensation due & to be paid in full

- 5.6 Where compensation is due to the tenant, the RM will authorise payment by signing the report then return it to the MA, who will:
- produce a standard covering letter to the tenant (Appendix 3);
 - produce an invoice authorisation form for signature by the RM or HoAM;
 - pass the letter and form to Finance staff.
- 5.7 Finance staff will arrange either for payment to the tenant's bank account and send out the letter, or for a cheque to be produced and sent with the letter to the tenant, in accordance with current procedures.

Compensation due but to be reduced/offset

- 5.8 The amount of any compensation due may be offset against any monies owed by the tenant, e.g. rent arrears or re-chargeable repairs.
- 5.9 From the information provided by the MA in the report, the RM will confirm the action to be taken, by completing and signing the 'authorisation' section.
- 5.10 Where no compensation is to be paid because the full amount is to be offset against current rent arrears or outstanding chargeable repairs the MA will prepare a standard letter (Appendix 4) for signature by the RM. Following signature the MA will:
- send the original of the letter to the tenant;
 - pass a copy of the letter to the Finance Assistant, who will arrange for the tenant's account to be credited;
 - advise the relevant Housing Officer, normally by email, of the decision.

6.0 IMPLEMENTATION AND REVIEW

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

FIRST APPROVED IN	OCTOBER 1995
CURRENT VERSION 6.0 APPROVED IN	December 2020
NEXT REVIEW DUE BY	December 2023

Appendix 1 - SCHEDULE

DEFECTS, REPAIRS which are QUALIFYING REPAIRS
MAXIMUM TIME for COMPLETION & AHA PRIORITY CODING

1 (Defect)	2 (Maximum time in working days from date immediately following the date of notification of qualifying repair or inspection)	3 Almond Priority Coding
Blocked flue to open fire or boiler	1	5hr Emergency
Blocked or leaking foul drains, soil stacks, or toilet pans where there is no other toilet in the house	1	5hr Emergency
Blocked sink, bath or basin	1	5hr Emergency
Electric power – loss of electric power; partial loss of electric power	1 3	5hr Emergency 3 Day Urgent
Insecure external window, door or lock	1	5hr Emergency
Unsafe access path or step	1	5hr Emergency
Significant leaks or flooding from water or heating pipes, tanks, cisterns	1	5hr Emergency
Loss or partial loss of gas supply	1	5hr Emergency
Loss or partial loss of space or water heating where no alternative heating is available	1	5hr Emergency
Toilet not flushing where there is no other toilet in the house	1	5hr Emergency
Unsafe power or lighting socket, or electrical fitting	1	5hr Emergency
Water supply – loss of water supply partial loss of water supply	1 3	5hr Emergency 3 Day Urgent
Loose or detached banister or hand rail	3	3 Day Urgent
Unsafe timber flooring or stair treads	3	3 Day Urgent
Mechanical extractor fan in internal kitchen or bathroom not working	7	3 Day Urgent

ALMOND HOUSING ASSOCIATION
Qualifying Repair - COMPENSATION REPORT

Tenant's name
& address

Date Repair First reported:

Completed:

Reason(s) for not completing the repair within the target timescale:

No. of days to be paid:

Total compensation due: £

Compensation to be offset against rent arrears / rechargeable repairs? - YES/NO*
 (*delete as required)

Report prepared by:

Payment of compensation totalling £ _____ authorised - YES/NO*

Payment to be offset against outstanding arrears / rechargeable repairs - YES/NO*
 (*delete as required)

If 'Yes', amount of balance to be paid to tenant, if any £ _____

Signed _____ Date _____
Repairs Manager/Head of Asset Management

Payment request submitted to Finance on (date) _____

Payment letter passed to Finance on (date) _____

'No payment' letter sent to tenant on (date) _____

Signed _____
Maintenance Assistant

Original: To Finance with letter and payment request

Copy: Saved in tenant file on system

Our Reference: [enter reference]

[enter name]
[enter address1]
[enter address2]
[enter address3]
[enter address4]
[enter postcode]

[enter todays date]

Dear [enter name]

Qualifying Repair

I am writing about your recent qualifying repair under the Right to Repairs rights.

This repair was not completed within the timescale that we normally expect, and on behalf of Almond Housing Association I apologise for any inconvenience this may have caused you.

Because of the time this repair has taken, you are entitled to receive a compensation payment based on the number of days since you first reported the fault.

The amount due to you is £[enter amount]. This will be paid to your bank account in the near future. **OR** A cheque for this sum is enclosed. *[Delete whichever sentence does not apply, and this note.]*

If you have any queries about this letter, please do contact me.

Yours sincerely,

Ciorsdan Wilson
Repairs Manager

Our Reference: [enter reference]

[enter name]
[enter address1]
[enter address2]
[enter address3]
[enter address4]
[enter postcode]

[enter todays date]

Dear [enter name]

Qualifying Repair

I am writing about your recent qualifying repair under the Right to Repairs rights.

This repair was not completed within the timescale that we normally expect, and on behalf of Almond Housing Association I apologise for any inconvenience this may have caused you.

Because of the time this repair has taken, you are entitled to receive a compensation payment based on the number of days since you first reported the fault.

The amount due to you is £[amount]. However, before any compensation payment is made, we carry out a check to see if you owe Almond any monies, e.g. for outstanding rent or rechargeable repairs.

According to our records you currently owe Almond £[amount owed]. Instead of sending you a compensation payment therefore we will use this to reduce your outstanding debt and will credit your account with the amount of £[amount].

If you have any queries about the compensation payment please do not hesitate to contact me. If you have any queries about the monies you owe to Almond, please contact your Housing Officer, [HO name].

Yours sincerely

Ciorsdan Wilson
Repairs Manager