

Right to Repair Policy & Procedures

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Next Review: 2022/23



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The Right to Repair Scheme

1. Introduction

Legislation introduced under the Housing (Scotland) Act 2001, the Right to Repair Scheme for all Scottish Secure Tenants and Short Scottish Secure Tenants on the 30th September 2002, this gives tenants the right to have small urgent repairs carried out within a given timescale. The purpose of this Policy is to set out how we will meet these requirements.

Therefore the main objectives of this Policy are to:

- Establish how Rosehill will compensate tenants for failure to meet the timescales set down by law for completing certain repairs.
- Demonstrate how we will meet the Scottish Social Housing Charter Standards and Outcomes and our legislative duties
- Provide details on how the service is delivered and monitored

2. Legal and Regulatory Framework

Whilst this Policy sets out to explain Rosehill's approach to the Right to Repair Scheme it must do so in the context of legal and regulatory requirements. Therefore the following relevant legislation has been taken into account in the development of this Policy:

- Housing (Scotland) Act 2001
- The Scottish Secure Tenants (Right to Repair) Regulations 2002
- General Data Protection Regulation 2018

The Scottish Social Housing Charter

The Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Charter replaces the Performance Standards and the outcomes relevant to this Policy are:

1. Equalities

Social Landlords perform all aspects of their housing services so that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

2. Communication

Social landlords manage their businesses so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

3. Participation

Social landlords manage their businesses so that tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

4. Quality of Housing

Social landlords manage their businesses so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.

5. Repairs, maintenance and improvements

Social landlords manage their businesses so that tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

13. Value for Money

Social landlords manage all aspects of their businesses so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

Social landlords are responsible for meeting the standards and outcomes set out in the Charter. The Scottish Housing Regulator is responsible for monitoring, assessing and reporting on how well social landlords, individually and collectively, achieve the outcomes.

In line with the regulatory principles, the Regulator's approach to monitoring landlords' achievement of the outcomes and standards in the Charter will be based on each landlord's performance information and their own assessment of their performance. Therefore, for each year ending on 30th September, we will be expected to:

- Measure and assess our performance in progressing towards or achieving the Charter outcomes and standards

- Provide the Regulator with some key performance information on our achievement of the outcomes and standards
- Report our performance to tenants and other service users who use our services.

3. Categories of Repairs

The Right to Repair Scheme covers small urgent repairs up to a value of £350, with a detailed list of repairs and timescales for completion. The urgent repairs listed in Section 27, Schedule 4, of the Act refers to these repairs as “Qualifying Repairs”.

Qualifying Repairs will be classified separately from Rosehill’s present categories of repairs due to the procedure involving written notification to tenants regarding primary and listed contractors and maximum timescale periods for completion.

4. Inspections

Rosehill has the right to inspect any repair to determine if the repair is a “Qualifying Repair” and must inform the tenant of the outcome at the inspection.

5. Primary and Listed Contractors

Rosehill will inform the tenant if the repair is a qualifying repair and give the name and telephone number of the contractor who will carry out the repair, this contractor will be known as the “Primary Contractor”. The tenant will be told the maximum timescale the primary contractor has got to complete the repair. The tenant will also be given the name and telephone number of another contractor on the Co-operative’s approved list of contractors who will be known as the “Listed Contractor”, to be contacted by the tenant if the primary contractor has not started the work by the end of the maximum timescale period.

6. Compensation

Rosehill will automatically compensate tenants if we fail to meet the timescale set down for completing qualifying repairs.

7. Information Packages.

The tenants will receive information containing the right to repair scheme as contained in the Housing (Scotland) Act 2001 through newsletters, leaflets, and other publications.. At the time of signing a new tenancy the tenants will be informed on their right to repair for qualifying repairs.

8. Qualifying Repairs and Timescale Periods

Repair	Timescale
Blocked flue to open fire or boiler	1 working day
Blocked sink, bath or drain	1 working day
Loss of electric power;(not an electricity power cut in the area or a faulty electric meter);	1 working day
Partial loss of electric power;	3 working days
Unsafe power or lighting socket, or electrical fitting, (not the tenant's own fitting);	1 working day
Insecure window, external door or main lock, (not a yale lock)	1 working day
Unsafe access path or steps	1 working day
Leaks or flooding from water or heating pipes, tanks or cisterns	1 working day
Loss or partial loss of gas supply; (not a faulty gas meter, tenant's own appliance or fault in the gas mains in the area);	1 working day
Loss or partial loss of space or water heating where no alternative heating* is available;	1 working day
Toilet not flushing where there is no other toilet in the house;	1 working day
Loss of water supply; (not a burst water mains in the area);	1 working day
Partial loss of water supply;	3 working days
Loose or detached bannister or handrail;	3 working days
Unsafe timber flooring or stair treads;	3 working days
Mechanical extractor fan in kitchen or bathroom not working	7 working days

*Alternative heating may be in the form of temporary heaters.

8.2 Working Days

All specified timescales for completing qualifying repairs are measured in working days. Working days do not include Saturdays, Sundays or Public Holidays.

8.3 Timescale

The timescale in working days for completion of the qualifying repairs starts after the day of notification or the day after inspection of the repair.

8.4 Access/Cancelled Repairs

Where a time has been agreed with the tenant to inspect or carry out the repair and there is no access at the agreed time, then the repair will automatically be cancelled and the tenant will have to report the repair again. All rights to compensation will be cancelled.

8.5 Compensation

Rosehill will compensate the tenant £15 for every qualifying repair not completed within the specified timescale by the primary contractor and another £3 per day for every day the listed contractor is over the specified timescale for the same repair up to a maximum of £100 per repair.

8.6 Exemption from the Right to Repair Scheme

- Where the cost of the repair exceeds £350.
- Where the repair is re-chargeable to the tenant.
- Where the repair is not the responsibility of the Co-operative
- Where in certain circumstances Rosehill or the contractor has no control over, which makes it impossible to carry out the repair within the maximum timescale, (such as severe weather, parts required). In these cases, temporary arrangements will be carried out and the tenant will be informed of the action taken including the extended timescale to complete the repair.

9. Reporting a Repair

When a tenant reports an urgent repair, they will be informed if the repair is a qualifying repair by the staff member taking the repair. The tenant will be given the name and telephone number of the contractor who will carry out the repair and the maximum timescale the contractor has to complete the repair. The tenant will also be given the name and telephone number

of another contractor from our approved list of contractors, to be contacted only if the primary contractor has not started the repair by the end of the maximum period.

If the member of staff dealing with the repair cannot ascertain the exact details to clarify whether or not the repair is a qualifying repair, then an inspection will be arranged to determine if the repair is a qualifying repair.

At the time of the inspection, the member of staff inspecting the repair will tell the tenant whether or not the repair is a qualifying repair. If the repair is a qualifying repair then the tenant will receive the same information as stated above.

10. Access for inspecting or carrying out the qualifying repair

If the tenant cannot agree access the following working day for an inspection to determine if the repair is a qualifying repair or if access is later than the maximum timescale to complete the qualifying repair, then the repair will not be classified as a qualifying repair. No compensation payment will apply.

11. Primary Contractor

This is the contractor that shall be instructed to carry out the repair, they will be informed of the access details, when the repair must be completed and to notify Rosehill immediately if the repair cannot be completed by the maximum timescale.

If the repair has not been started by the end of the maximum period and the tenant has contacted a listed contractor, then Rosehill will inform the primary contractor that the repair is now cancelled and that Rosehill will be seeking compensation from them as a Primary Contractor.

12. Listed Contractor

The tenant can contact a listed contractor to carry out a qualifying repair because the primary contractor failed to start the work by the end of the maximum timescale. The listed contractor must contact the office to obtain an order number where upon they will receive the details of completion timescales and penalties imposed if they do not complete the work by the maximum timescale.

13. Defects Liability Period

Where a property is still under the Defects Liability Period then the tenant will not be given a "Listed Contractor" to contact, if by doing so would

infringe the terms of any guarantee Rosehill has in respect of that particular item.

14. Compensation

If Rosehill has failed to complete a qualifying repair within the specified timescale with no justifiable reason for failure, then the tenant will automatically be compensated. The payment will be made directly to the tenant or a credit to the tenants account if they are in arrears with their rent etc.

15. Right of appeal

The tenants will have the right to appeal if they disagree with the amount of compensation awarded to them for Rosehill failure to meet the maximum timescale laid down by law for completing a qualifying repair. The tenant can ask Rosehill to reconsider the amount awarded to them within 28 days of receiving written notification.

Rosehill can have their decision reviewed by:

- An independent valuer or surveyor of Rosehill's choice
- Any committee member not involved in making the original decision
- The full Management Committee.

16. Equal Opportunities

We are committed to ensuring equal opportunities and fair treatment for all people in its work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

17. Performance Management

The categorisation of the repairs that are classified and treated as Right to Repairs are monitored on a monthly basis by the Repairs Co-ordinator.

These reports are subject to audit checks as part of our Annual Return we have to submit to the Regulator.

18. Tenant Participation

We are a tenant focussed organisation and as such we are committed to involving tenants in all aspects of our work and ensuring that tenants are

included, informed and consulted about decisions that have an impact on the way their homes are managed.

As part of this commitment we will involve our tenants in the development of our policies and seek feedback where appropriate. We will ensure that any significant changes to this Policy and other Policies which will affect our tenants will be the subject of consultation.

19. Risk Management

In all the key areas of our business we need to consider any risks which may arise. To this end we have in place a robust Risk Management Policy and from this flows our Risk Register. We have identified our "Top 10" risks which are regularly monitored by our Management Team and Audit Sub-Committee.

Key to the mitigation of the risks associated with The Right to Repair Scheme is having a comprehensive policy in place to manage the scheme. This policy sets out Rosehill's approach to the Right to Repair Scheme.

To ensure we continue to manage the associated risks we will periodically review this Policy to ensure compliance with all legislative requirements and regulatory and best practice guidance.

20. Complaints Procedure

We aim to get things right first time and provide a good quality service to our tenants and other customers. However, we acknowledge that things can go wrong and that some tenants or other customers may be unhappy with the service provided.

We promote our Complaints procedure through our website and periodic articles in our newsletters. In addition, we initially issued all of our tenants with a copy of the new Procedure introduced in October 2012. This information leaflet is also issued to all new tenants as part of the signing up pack.

We are required to report specifically to both our Management Committee and the Scottish Housing Regulator on any complaints concerning equalities issues.

21. Data Protection

On the 25th May 2018 the legislation governing data protection changed with the introduction of the General Data Protection Regulation (GDPR).

We hold a variety of Personal Data relating to individuals including tenants, waiting list applicants, factored owners, other service users, employees and Committee Members. Our Privacy Policy sets out the basis on which we can process and share such data with third parties, it also sets out how we will securely store individuals' data, whether electronically or in paper format. It also provides information on individuals' rights under GDPR including: to view personal data held about them by us; to request a restriction of processing of their data; the right to be forgotten and a right to object to us processing their data. In terms of the rights to be forgotten and to restrict or object to processing of Personal Data, any such requests will require to be considered on their own merits and legal advice will need to be obtained in some circumstances. We have the responsibility for accepting or refusing such requests and will do so in writing.

Under GDPR we are required to provide all customers whose Personal Data we hold with a Fair Processing Notice (also known as a Privacy Notice). The Notice sets out the Personal Data we process and the basis for doing so.

We will only keep and process Personal Data for the original purpose we gathered it for and we will not keep it for any longer than necessary. Attached to our Privacy Policy is a table of Retention Periods for Personal Data held and processed by us. We recognise that not all Personal Data can be processed and kept for the same period of time, and this will vary depending on the individual circumstances of each person whose Personal Data we hold.

The Privacy Policy sets out what should happen in the event of a Data breach e.g. does the breach require reporting to the Information Commissioner's Office and whether the individual affected should be notified. Timescales are set out for dealing with data breaches.

Full copies of our Privacy Policy are available upon request at our office or from our website www.rosehillhousing.co.uk

22. Policy Review

This Policy will be reviewed at least every five years or sooner to ensure it continues to reflect current thinking and practice and to comply with legislative requirements and regulatory guidance.