



Right to Repair Housing (Scotland) Act 2001

Information Leaflet

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1. Introduction

You have been given this leaflet as the repair you have reported has been deemed to be a qualifying repair under the Right to Repair Scheme. This leaflet provides you with information about how the Scheme operates and includes a detailed list of qualifying repairs. In addition it gives you information about the amount of compensation, if any, you may be entitled to under the Scheme.

In addition to this leaflet you will be given the contact details of the Primary and Listed Contractor and a copy of the repair order.

You will be required to agree access times for the contractor to call. Please see the section entitled "Access Arrangements" for further details.

2. Housing (Scotland) Act 2001

By virtue of the Housing (Scotland) Act 2001 you, as a Scottish Secure Tenant, have the right to have certain small urgent repairs carried out by us, your Landlord, within a specified timescale. This is known as the Right to Repair Scheme.

3. What repairs fall under the Right to Repair Scheme?

At the back of this leaflet is a detailed list of all the repairs which fall under the scheme. These repairs are known as "qualifying repairs".

In summary, qualifying repairs are:

- Urgent
- Repairs which cost less than £351 to remedy
- Only repairs which are our responsibility to remedy

Qualifying repairs **do not** include:

- Repairing damage caused wilfully, negligently or accidentally by you, anyone living with you or a visitor to your home
- Any repairs that are the responsibility of another Agency e.g. the Water Board, a gas company, an electricity company, etc.

4. How does the Right to Repair Scheme work?

4.1 Statutory Timescales

If you report a repair, which is deemed to be a qualifying repair, we must arrange for the repair to be carried out within the statutory timescale for that particular repair. It is important to note that in most cases it will be necessary to carry out an inspection in order to determine whether the repair is a qualifying repair or not.

The list at the back of this leaflet details the relevant timescales. Most of the repairs require to be carried out within one working day, some are three working days and others are seven working days. The timescale for carrying out the repair begins on the first working day after you report the repair **or** the first working day after an inspection has been carried out.

4.2 Internal Timescales

As explained above the legislation sets out the statutory timescales for completing qualifying repairs. The Co-operative views these timescales as a minimum standard. All of the listed qualifying repairs would normally be treated by the Co-operative as either emergency or urgent repairs. Our timescales for emergency and urgent (6 hours and 3 days) are better than the statutory timescales. Therefore we will continue to use our response times for any repair classed as a qualifying repair.

However in terms of your right to compensation (please read on for full details) this will only apply where the contractor fails to meet the relevant statutory timescale for qualifying repairs.

4.3 Suspension of Timescales

Please note that the timescale may be suspended whilst there are exceptional circumstances which are beyond the control of the contractor or us e.g. severe weather, which make it impossible for the qualifying repair to be carried out within the specified timescale.

We will let you know if we need to do this.

4.4 Primary/Listed Contractor

The contractor we select to carry out the repair is known as the “Primary Contractor”. This Contractor will be notified of the statutory timescale and the final date for carrying out the qualifying repair.

In the event that the Primary Contractor fails to begin the qualifying repair within the statutory timescale, you will be able to instruct another contractor known as a Listed Contractor, whose contact details we will provide, to carry out the qualifying repair. You can not use a contractor who is not on our list.

Once you have instructed the Listed Contractor, this contractor must contact us to confirm the instruction and obtain a copy of the repair order. The Listed Contractor then has the same statutory timescale as that given to the Primary Contractor for carrying out the qualifying repair.

4.5 Compensation

If it is necessary for you to contact a Listed Contractor, then we will award you £15 compensation for the inconvenience caused to you. You will also be entitled to £15 compensation where the Primary Contractor has begun but has not completed the qualifying repair within the statutory timescale.

In the event that the Listed Contractor fails to carry out the qualifying repair within the statutory timescale you will be entitled to a further £3 compensation for each working day until the repair has been completed, up to a maximum of £100 for any one repair.

Please note that if you have any rent arrears, we have the right to offset any compensation due to you against your rent arrears.

4.6 Access Arrangements

In order to meet the requirements of the Right to Repair Scheme it is important that clear access arrangements are made. If you fail to provide access to your home to either have the qualifying repair inspected or carried out and you have been given reasonable opportunity to do so, the qualifying repair will be cancelled. This means that you will then have to re-apply and start the whole process again. For example if the contractor can not get into your home at the time you have agreed either with us or with the contractor.

If you choose to make access arrangements that fall outwith the specified timescale for carrying out the qualifying repair then the repair will no longer be treated as a qualifying repair. You will be advised that you have opted out of the Right to Repair Scheme.

5. General

If you have any questions or wish further advice on the Right to Repair Scheme, please contact our office and our staff will be happy to help you.



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DEFECTS, REPAIRS OF WHICH ARE QUALIFYING REPAIRS AND MAXIMUM TIME
FOR COMPLETION

Column 1	Column 2
(Defect)	(Maximum period 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 drain.	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