

Operational Procedure 3

Scottish Secure Tenancies - Right to Repair Procedures

Responsible Officer	Service Manager – Housing and Property						
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Amendment and Authorisation Record

OP3 – Right to Repair

Date	Author	Paragraph ref:	Nature of change	Authorised by
09/09/02	-	n/a	First dated Revision.	-
06/04/06	DLT	n/a	Revision 1.2 - OP2 Documentation standards upgrade.	DLT
10/05/07	ARC	2.0	Change to figures	ARC
19/6/07	MH		Revision 1.5	CM
27/1/2009	MH	N/a	Update to Responsible Officer job title	AJ
30/05/2011	MH		Following an internal audit, amend the letter signatories	AMJ

Scottish Secure Tenancy: Right to Repair Procedures

Right to Repair Scheme

The right to repair scheme is detailed in the Scottish Statutory Instrument 2002 No. 316, 'the Scottish Secure Tenants (Right to Repair) Regulations 2002.' These Regulations became effective from 30 September 2002.

Right to Repair: Landlords Affected

Landlords covered by the legislation include:

- local authorities
- registered social landlords, and
- Scottish Water

We must advise all tenants annually in writing of these regulations, including the list of qualifying contractors prepared to carry out the qualifying repairs.

In order to comply with this provision, we will promote the right as follows through information in the Newsletter, the SIC Tenants' Handbook and through the SIC Housing website.

Entitlement

Every Scottish secure tenant is entitled to have a qualifying repair carried out to her/his house. The scheme covers certain repairs up to the value of £350. The maximum amount payable by us in respect of any one repair is £100

A qualifying repair is a repair of a house subject to a Scottish secure tenancy, or a short Scottish secure tenancy, as defined in a list of specified qualifying repairs. Examples of qualifying repairs would be blocked sinks, baths or basins, or loss of electricity supply.

Maximum Period

The maximum time within which each qualifying repair is to be completed is specified in the list of qualifying repairs. Most repairs should be completed within 1 working day unless certain restrictions apply (see below).

The maximum time begins on the first working day after:

- the date the repair is notified to the landlord by the tenant
- where the landlord inspects the house, the actual date of inspection

For example, where a qualifying repair with a 3 day response time (maximum time), is notified or inspected on a Monday, this would give the Council until the end of Thursday to carry out the repair.

Tenants can notify repairs to the Council either verbally or in writing.

Where we agree with the tenant to inspect the house, the date of inspection should be as soon as possible after notification of the repair. We will aim to carry out all such inspections within 5 days, or as otherwise agreed to suit the tenant's particular circumstances, for example, the tenant's absence because of holidays.

Suspension of Maximum Period

The maximum period to complete qualifying repairs will be suspended as long as there are circumstances of an exceptional nature that prevent repairs being carried out. These circumstances must be beyond either the Council's or the contractor's control. Examples of such circumstances would be as follows:

- extremely bad weather conditions
- unavailability of parts but not simply
- where planning has been poor, for instance, failure to order parts in time

We must advise the tenant when the maximum period has been suspended. This will be done in writing. (Document 2).

Procedures: Tenants

We must always advise the tenant when a qualifying repair is reported that it is a qualifying repair. This must also happen even where we decide to inspect the house to ascertain whether it is a qualifying repair.

This information will be provided in writing to all tenants by issuing them with a standard information sheet (Document 3).

Tenants will also be advised verbally when the repair is reported in person. Full advice on the right to repair scheme will be provided on request by individual tenants and tenants will be issued the appropriate leaflet. We use the Scottish Executive's leaflet and we also included information in our Tenant's Handbook and on the Housing website.

Access Arrangements and Information to Tenants

In cases where it is a qualifying repair, we must make access arrangements with the tenant and provide the following details (Document 3):

- the maximum time allowed to complete the repair
- the last day of that period
- the effect of the right to repair regulations, for example, tenants' rights to compensation

- provide name/address/ phone number of both the primary contractor and at least one other contractor from the list maintained by the landlord

Primary Contractor - DLO

Where the repair is a qualifying repair, we must issue a works order to Housing Services DLO and provide the following details:

- the qualifying repair involved
- the time allowed to complete the repair
- the last day of the maximum time, and access arrangements

Failure to Provide Access by Tenant

Procedures to complete qualifying repairs within timescales do not apply where the tenant fails to provide access to the contractor either:

- (a) to inspect if it is a qualifying repair, or
- (b) to carry out the works.

However, the tenant should be given reasonable opportunity to provide access and work should be carried out as far as possible at times suitable to the tenant.

This is also extremely important in meeting our commitments to promote equal opportunities.

Instructing Another Listed Contractor

Where the Housing Services DLO has not started the work within the maximum eligible period, the tenant is entitled to instruct another listed contractor to carry out the qualifying repair. This is, in effect, what constitutes the tenant's right to repair.

Tenants may telephone or write to the alternative contractor with instructions. The list of alternative contractors can be access through this link:

<http://www.shetland.gov.uk/housingoptionsguide/councilhousing/documents/RiqhttoRepairContractorList.pdf>

As soon as the other contractor receives the tenant's instruction, the contractor must inform us of the instruction. The contractor is entitled to ask us for a copy of the works order.

We must then advise the other contractor of the maximum period for completion of the qualifying repair (Document 5).

The day on which compensation is payable begins on the day after the last day of what would have been the maximum period allowed for the repair if it had been carried out by the primary contractor and ends on the day on which the repair is completed. Therefore, if the last day of the maximum period is a Tuesday and the tenant instructs the alternative contractor on that day, the period allowed for the work commences on the day after that day, that is, the Wednesday. So the alternative contractor would have until the Thursday to complete the repair.

Exception to using Another Contractor

The tenant cannot use another contractor where this would infringe the term of a guarantee for work done or materials supplied of which the landlord has the benefit. For example, contract work agreed between the Council and the contractor during development works.

Compensation

Where the qualifying repair has not been completed within the required time scale by the primary contractor, the tenant must receive the flat rate payment of £15 as compensation. Payment will be normally by provided by cheque.

Where an alternative contractor is contacted by the tenant in those situations where the DLO has not started the work within time scales, an additional £3 for every working day the repair remains outstanding must be paid to the tenant by the Council. This payment is in recognition of the inconvenience caused to the tenant by further delays. The maximum sum payable is £100.

All repair jobs which have not been completed within the specified time are identified and within this list, a list of right to repair qualifying jobs are then identified.

Firstly it is checked that the job did not cost more than £350. Following this, the number of days late the job was is worked out and the total compensation payable is calculated. Arrangements are made with Finance Services for cheques to be sent to tenants who qualify for compensation.

- 8.0 All new tenants are advised about the right to repair legislation through their handbook. Tenants are also sent information about the right to repair legislation annually.

Document 1: Annual Notification of Right to Repair

Address
Date

Dear (Name of tenant),

Re: Right to Repair Scheme

In order to comply with legal provisions, I am writing to advise you of the right to repair scheme regulations. These regulations are detailed over.

Yours faithfully,

Housing Officer

Second Page should detail main points of scheme as per leaflet.

Alternatively, these details will be on the copy of the works order provided to tenants when they report a repair.

Again, rather than issue an individual letter, this could go into regular documents such as newsletter.

Document 2: Notification of Suspension of Maximum Period

Address
Date

Dear (Name of tenant),

Re: Suspension of Time Period to Carry out Repairs

In order to comply with legal provisions, I am writing to advise you that the qualifying repair which you have reported cannot be completed within the legal time scale of (insert date). The time scale for completion of this repair has been suspended for the following reasons:

(insert reason(s))

I will advise you in writing when the repair can be carried out as soon as possible.

Should you have any queries about this matter, please contact me on (insert contact details).

Yours sincerely,

Housing Officer

Document 3: Qualifying Repair Confirmation

Address
Date

Dear (Name of tenant),

Re: Qualifying Repair – (Insert repair)

Please note that the repair that you have reported is a qualifying repair. This repair must be completed within (insert period) and by (insert last date for completion).

Should we not complete the repair by this date, you will be given compensation of £15.

If we have not started the repair by (insert date), you are entitled to contact the contractor(s) below to have the repair carried out:

Name and address of alternative contractor, including phone/fax and email.

Should this alternative contractor fail to carry out the repair within the legal time scale, a further £3 compensation will be paid for each day the repair is outstanding to a maximum of £100. This payment is in recognition of the inconvenience the delay is causing you.

Should you have any queries concerning this letter, please contact the office for further information.

Yours sincerely,

Housing Officer

Document 4: Tenant's Letter to Another Listed Contractor

Address

Date

Dear Sir/ Madam,

Re: Qualifying Repair at (Property Address)

Shetland Islands Council Housing Services has failed to start a qualifying repair to my home within the specified time scale. Your name has been provided as an alternative contractor prepared to carry out the repair.

This letter authorises you to contact the Council to obtain details and to carry out the repair.

Yours faithfully,

Tenant's Signature

Document 5: Correspondence from Council to Alternative Contractor for
Completion of Repair

Address
Date

Dear (Name of Contractor),

Re: Qualifying Repair at (Property Address)

The repair involving (specify repair) which you have been instructed by (name of tenant) to carry out at the above property is a qualifying repair.

In order to comply with legal requirements, you have (insert number of working days) to complete the repair. This work should start on (insert date).

If you fail to carry out the repair within the time scale, the tenant is entitled to £3 compensation for each day the repair is outstanding up to a maximum of £100.

Yours faithfully,

Housing Officer

List of Qualifying Repairs

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
Total 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
Total 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 which has no external window.	7

