

1.0 CONTEXT

- 1.1 Scottish secure and short secure tenants have the right to have certain repairs carried out by their landlord within a given timescale, this is called the Right to Repair scheme. The Housing (Scotland) Act 2001 details the landlord's obligations under the Right to Repair scheme.
- 1.2 Under the regulations, GWHA must carry out specific repairs within a maximum statutory period. These repairs are known as "qualifying repairs" and compensation will be payable to the tenant if the maximum period is exceeded.
- 1.3 In addition to the compensation element of the scheme, the tenant will be entitled to instruct another contractor from GWHA's Appointed Contractor List in the event the first contractor does not complete the repair within the maximum period of completion.

2.0 AIMS

- 2.1 Provision of a prompt and efficient repairs service, delivering high standards of customer care.
- 2.2 To ensure contractors are held accountable when failing to meet repair response times.
- 2.3 To minimise risk to GWHA.
- 2.4 To ensure compliance with legislation and good practice standards.

3.0 DEFINITIONS

- 3.1 *Qualifying Repair* – Specific repairs, as defined within legislation that are recognised to be of particular concern to residents, and cause the most distress if not carried out quickly. See list at Appendix A.
- 3.2 *Maximum period of completion* – The timescales (noted at 3.1) in which qualifying repairs must be carried out. Timescales are in working days, meaning public holidays and weekends are excluded.
- 3.3 *Defects* – a fault occurring in the 12 month period following completion of a new build property or refurbishment programme where the original contractor is required by contract to attend.

4.0 POLICY

4.1 General

- 4.1.1 GWHA will operate a Right to Repair Scheme that complies with the terms of the legislation.
- 4.1.2 The scheme applies only to qualifying repairs that are expected to cost less than £350.
- 4.1.3 In the event a permanent repair is expected to exceed the cost parameter but a temporary repair can be carried out for less than the £350, then the temporary repair will become the 'qualifying repair'.
- 4.1.4 GWHA will promote the existence of the Right to Repair scheme via its Newsletter, website and at appropriate events.
- 4.1.5 This Policy applies only to GWHA tenants and does not apply to repairs reported by private owners.

4.2 Qualifying Repairs and Timescales

- 4.2.1 Qualifying repairs and associated timescales are detailed at section 3.1.
- 4.2.2 The qualifying repairs maximum period starts on the first day following:
 - a) The date on which the repair is reported; OR
 - b) The date of the inspection (if an inspection is deemed necessary to validate a qualifying repair).
- 4.2.3 All timescales are in working days, meaning public holidays and weekends are excluded.
- 4.2.4 The timescales apply unless some other arrangement has been agreed with the tenant. If another timescale is agreed, the timescale for maximum period of completion will be exceeded:
 - a) On the day following the agreed access date; OR
 - b) The day following the maximum period from the date of the report/inspection (whichever is greater).
- 4.2.5 If the tenant fails to provide access on an agreed access date, the repair will no longer qualify under this scheme and will be cancelled and the tenant will be required to start the process again.
- 4.2.6 The maximum period will be suspended if there are circumstances of an exception nature, beyond the control of GWHA or the contractor. In such circumstances, the tenant will be notified in writing by GWHA.

4.3 Appointment of Contractors

- 4.3.1 GWHA will ensure that all contractors are aware of the existence of the Right to Repair scheme and of their obligations in respect of the scheme (see Appendix A).
- 4.3.2 Contracts established between GWHA and contractors will ensure contractors are held liable for compensation paid to tenants where there is a failure on the part of the contractors.
- 4.3.3 When a qualifying repair is reported by a tenant, GWHA will:
 - a) Provide information on the scheme, including contact details for the primary and secondary contractor; the maximum period within which the qualifying repair is to be completed; and the last day of that period and the effect of these regulations.
 - b) Notify the primary contractor that a qualifying repair has been generated, including the period within which the qualifying repair is to be completed, the last day of the maximum period and any arrangements made for access.
 - c) Request that the tenant advise GWHA if the repair has not been completed in stated timescale, to allow the secondary contractor to be instructed (or primary contractor again utilised, with the qualifying repair timescale restarted).
- 4.3.4 If the primary contractor has started the repair before the maximum period expires, the tenant will not be entitled to instruct a secondary contractor, though may still be entitled to compensation (see section 4.4).
- 4.3.5 Where the primary contractor has not attended within timescale, GWHA will instruct the secondary contractor and notify the primary contractor. The tenant is also entitled to contact the secondary contractor to instruct the repair and the secondary contractor will then contact GWHA to formally raise a works instruction. The tenant is not permitted to contact a contractor not on GWHA's list of appointed contractors.

4.4 Compensation

- 4.4.1 Compensation will become due when the repair has not been completed within the maximum period of completion.
- 4.4.2 Compensation will be paid as follows:
 - a) £15; AND
 - b) £3 for every working day, if any, in the period commencing on the day after the last day of what would have been the maximum period for the primary contractor and ending on the day on which the qualifying repair is completed.
- 4.4.3 Compensation is subject to a maximum amount of £100.00.
- 4.4.4 GWHA will process compensation payments without tenants having to apply.
- 4.4.5 Compensation payments will be offset against any rechargeable repair or rent arrears debts owed to GWHA.
- 4.4.6 The amount of compensation to be paid to a tenant is compliant with statutory amounts noted in legislation.
- 4.4.7 Payments of compensation will not be regarded as an acceptance of liability in instances where the tenant's possessions or belongings have been damaged in any way.

4.5 Exclusions

- 4.5.1 The Right to Repair scheme is subject to the undernoted exclusions:
 - a) Repairs which may be rechargeable to the tenant;
 - b) Repairs which are not GWHA's responsibility;
 - c) Instances where the tenant does not provide access to the property to enable the contractor to carry out the repair;
 - d) Where the repair is made safe within the maximum period and whilst awaiting specialist components;
 - e) In instances where there are genuine difficulties e.g. with delivery of materials, exceptional weather conditions, failure of resident to provide access.

4.6 Defects

- 4.6.1 Defects, or any other works covered under specific warranties or contractual arrangements are qualifying repairs and will fall within the Right to Repair scheme. However, GWHA is not required to appoint a secondary contractor, nor is the tenant entitled to do so, as an exemption to the standard principles of the

Right to Repair Scheme. In such instances, the original/contractually appointed contractor will be recalled to undertake the repair.

5.0 BUDGET

- 5.1 Provision will be made within the maintenance budget for the payment of compensation.
- 5.2 Where appropriate¹, compensation will be recouped from the contractor.

6.0 PAYMENTS

6.1 Payment Arrangements

- 6.1.1 All payments must be authorised by the Repairs & Factoring Manager.
- 6.1.2 Payment will be made to the tenant within 28 days of the repair completion date.

6.2 Payments To Management Committee Members

- 6.2.1 Where a qualifying repair resident is also a Member of the Management Committee, the payment of compensation must be recorded in GWA's Payments and Benefits register.

7.0 FEEDBACK AND COMPLAINTS

- 7.1 Any Tenant who is aggrieved by a decision made in the context of this policy has a right of Appeal via GWA's Complaints Handling Procedure.
- 7.2 Once the Association's Complaints Handling Procedure is exhausted, there is a right of appeal to the Scottish Public Services Ombudsman (SPSO). As the SPSO is unlikely to comment on matters of a legal nature, a review will focus on the proper application of the Association's policy, rather than the specifics, or legalities, of the Right to Repair.

8.0 DELEGATED AUTHORITY

- 8.1 Delegated authority is granted by the Management Committee to the Chief Executive and Staff to implement this policy and associated procedures.

9.0 REVIEW

- 9.1 This Policy will be reviewed every 5 year, or sooner, subject to a change in legislation or circumstance.
- 9.2 The policy, in parts, attempts to summarise current legislation. In any case of conflict between the two, legislation will preside.

¹ In accordance with the City Building (CB) Reactive Repairs contract (2020) GWA is empowered to reclaim compensation from the contractor. Accordingly this policy should be read in conjunction with this contract/others subsequently in operation.

QUALIFYING REPAIRS CONTRACTORS (All stock)

Qualifying Repair	Maximum period of completion (working days)	Primary Contractor	Secondary Contractor
Blocked Flue to open fire or boiler	1	City Building	P&D Scotland
Blocked or leaking foul drains, soil stacks or toilet pans where there is no toilet in the house	1	City Building	P&D Scotland
Blocked sink, bath or drain	1	City Building	P&D Scotland
Loss of electric power	1	City Building	P&D Scotland
Partial loss of electric power	3	City Building	P&D Scotland
Insecure external window, door, or lock	1	City Building	P&D Scotland
Unsafe access path or step	1	City Building	P&D Scotland
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1	City Building	P&D Scotland
Loss or partial loss of gas supply	1	City Building	P&D Scotland
Loss or partial loss of space or water heating where no alternative heating is available	1	City Building	P&D Scotland
Toilet not flushing where there is no other toilet in the house	1	City Building	P&D Scotland
Unsafe power or lighting socket or electrical fitting	1	City Building	P&D Scotland
Loss of water supply (where GWA responsibility)	1	City Building	P&D Scotland
Partial loss of water supply (where GWA responsibility)	3	City Building	P&D Scotland
Loose or detached bannister or handrail	3	City Building	P&D Scotland
Unsafe timber flooring or stair treads	3	City Building	P&D Scotland
Mechanical extractor fan in internal kitchen or bathroom not working	7	City Building	P&D Scotland

Refer to GWA Tenant Handbook for GWA Repairs Timescales.