



## **POLICY ON TENANTS** **RIGHT TO REPAIR**

### **1.0 INTRODUCTION**

In addition to the normal repairs procedures and timescales Linstone operate the “Right to Repair” scheme as laid down by the Housing (Scotland) Act 2001.

This scheme requires that certain small urgent repairs are carried out within specified timescales of between 1 and 7 working days as stipulated under the act.

### **2.0 QUALIFYING REPAIRS**

Three categories of “Right to Repair” are stipulated as follows –

- (i) One Day Response
  - a) Blocked or leaking drains/soil stacks/wcs/sinks/wash basins/baths/pipes/tanks/cisterns.
  - b) Complete loss of electrical power/gas supply.
  - c) Unsafe power or lighting socket or electrical fitting.
  - d) WC not flushing (if no alternative).
  - e) Loss or partial loss of space/water heating (if no alternative).
  - f) External windows/doors or locks which are not secure.
  - g) Block flue to open fire/boiler.
  
- (ii) Three Day Response
  - a) Partial loss of electricity supply.
  - b) Complete loss of water supply.
  - c) Unsafe timber flooring/stair tread/banister.
  
- (iii) Seven Day Response
  - a) Mechanical kitchen or bathroom fan not working.

A maximum value of £350 applies to any repair qualifying under this scheme.

### **3.0 PROCEDURES**

On reporting a “Qualifying Repair” to Linstone Repairs Section tenants will be given the following information.

- a) That the repair is a qualifying repairs under the scheme.
- b) The category under which the repair will be treated i.e. 1 Day; 3 Days; 7 Days.
- c) The last day on which the repair should be undertaken (NB working days).
- d) Tenants rights under the scheme i.e. right to call in second “named” contractor if Linstone’s main repairs contractor fails to respond within timescales and rights of compensation if contractor(s) fail to respond within timescales.
- e) Expected access arrangements into tenants home for repair to be carried out.

#### **4.0 COMPENSATION RIGHTS**

If Linstone’s main repairs contractor fails to start the qualifying repair (except for reasons completely outwith his control) within the time limit set (either 1,3 or 7 working days) then the tenant is due, from Linstone, a payment of £15 as compensation for inconvenience. If the main repair contractor starts, but fails to complete, the repair (except for reasons completely outwith his control) within the maximum time then the tenant is also due, from Linstone, a payment of £15 compensation.

Should Linstone’s main repair contractor fail to start the qualifying repair within the time limits set then, in addition to the compensation detailed above, the tenant is entitled to call Linstone’s second named contractor to carry out the works. This second named contractor has the same time scales to carry out the repair as the main repairs contractor. If they do not carry out the repair within the time limit set then the tenant is due, from Linstone, another £3 compensation for each working day until the repair has been completed.

Maximum compensation payment for any one repair is £100.

#### **5.0 NO ACCESS**

If Linstone’s main, or second named contractor, cannot get access into the tenant’s home at the time arranged, then the Right to Repair will be cancelled. The tenant is required to reapply and start the process afresh after a no access by either contractor.

#### **6.0 MAIN/SECOND NAMED CONTRACTORS**

For repairs under the scheme the following contractors have been appointed.

- a) **Main Repair Contractor – Skillbase – Barrhead Depot**
- b) **Second Named Contractor – Skillbase – Greenock Depot**

#### **7.0 PAYMENT FOR REPAIRS**

The cost of any repair work under this scheme is totally borne by Linstone, as are compensation payments.