

**This leaflet provides a summary of our Right to Repair scheme - where all tenants have the right to have certain urgent repairs carried out within given timescales.**

## Background

Our tenants who have a Scottish Secure Tenancy Agreement have a legal right to have certain repairs carried out by us within a reasonable timescale.

This is called the Right to Repair Scheme and was brought in by the Housing (Scotland) Act 2001.

## Qualifying Repairs

Details of 'qualifying repairs' are contained in the table over the page.

When you report a qualifying repair we will tell you this, provide you with details of an alternative contractor and that compensation is payable to you if the repair is not completed, as scheduled, in certain circumstances.

Timescales start at 9 a.m. on the next working day following the day the repair is reported and will end at 5 p.m. on the end day.

## What happens if the work is not done in time?

If your landlord's usual contractor does not start the qualifying repair within the time limit set, you can tell another contractor from the landlord's list to carry out the repair. You cannot use a contractor who is not on your landlord's list. The other contractor will then tell your landlord that you have asked them to carry out the repair. The landlord will then pay you £15 compensation for the inconvenience. If your landlord's main contractor has started but not completed the repair within the maximum time, you will also be entitled to £15 compensation.

## How long does the other contractor have to complete the repair?

The other contractor has the same length of time to carry out the repair as the landlord's main contractor. If they do not carry out the repair within the time limit set, you will be entitled to another £3 compensation for each working day until the repair has been completed. This amount can add up to a maximum compensation payment of £100 for any one repair.

## What if there is no other contractor available?

In this case, your landlord's main contractor will carry out the repair but you will still be entitled to the £15 compensation payment.

## What happens if I am out when the contractor calls to carry out the inspection or repair?

If the contractor cannot get into your home at the time you have agreed with your landlord, your right to repair will be cancelled. You will then have to re-apply and start the process again.

## Who pays for the repair?

The landlord pays for the repair. If you have told another contractor to carry out the repair, the contractor should send the bill direct to the landlord.

## Exclusions

There are some criteria which may affect the operation of the scheme. These are detailed over the page.

There are some criteria which may affect the operation of the scheme and we will inform you if there are any changes due to, for example:

- If we require to arrange an inspection to fully identify the repair, the timescale does not start until the day after the inspection has been carried out
- Severe weather conditions
- Services can only be re-instated by a third party (e.g. Transco, Scottish Power)

The following repairs are excluded from the scheme:

- Repairs which are not the Association's responsibility including repairs which might involve an element of recharging to tenants e.g., repair required because of damage caused by tenant
- Repairs exceeding £350 maximum amount payable by the Association
- Repairs within a property's defects liability period which are the responsibility of the contractor who built the property or where fixtures or materials are under guarantee

*“Offering our community more than a home”*



Qualifying Repair	Maximum Working Days for Completion
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
Loss of electric power	1
Loss of water supply	1
Insecure external windows, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative 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
Partial loss of electric power	3
Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

**For further information you can view our full Right to Repair Policy on our website, request a copy from the Maintenance team at the office or contact the Scottish Government on 0131 556 8400.**

**If you or someone you know would like this leaflet in any other format, let us know.**

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