



Right to Repair

Housing (Scotland) Act 2001



SCOTTISH EXECUTIVE

Making it work together

Important

This leaflet is only a general guide. It is not a complete statement of the law. If you want to know more about your rights, you should get advice from a solicitor or your local Citizens' Advice Bureau. Your landlord may also be able to help you.

What is the right to repair?

From 30 September 2002, under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme.

The Right to Repair scheme applies to all tenants of local authorities, housing associations (including tenants who are members of fully mutual co-operative housing associations), and water and sewerage authorities.

If you are a Scottish Homes tenant your existing right to repair will continue.

What repairs come under the Right to Repair Scheme?

The scheme covers certain repairs up to the value of £350. These repairs are known as 'qualifying' repairs. They include:

- unsafe power or lighting sockets or electrical fittings;
- loss or part loss of electric power;

- loss or part loss of gas supply;
- a blocked flue to an open fire or boiler;
- external windows, doors or locks which are not secure;
- loss or part loss of space or water heating if no alternative heating is available;
- toilets which do not flush (if there is no other toilet in the house);
- blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house);
- a blocked sink, bath or basin;
- loss or part loss of water supply;
- significant leaking or flooding from a water or heating pipe, tank or cistern;
- unsafe rotten timber flooring or stair treads;
- unsafe access to a path or step;
- loose or detached bannisters or handrails; and
- a broken mechanical extractor fan in a kitchen or bathroom which has no external window or door.

Your landlord will be able to tell you if a repair you need is included in the scheme. They will also let you know:

- the maximum time the repair must be done in; and
- how they deal with repairs that are not covered by the scheme.

What happens when I report a repair?

When you report a repair, your landlord will let you know whether it is their responsibility and whether it is a qualifying repair under the Right to Repair scheme. Your landlord may need to inspect your home to find out whether the repair is a qualifying repair or not.

If the repair does qualify under the scheme, your landlord will:

- tell you the maximum time allowed to carry out the repair;
- tell you the last day of that period;
- explain your rights under the Right to Repair scheme;
- give you the name, address and phone number of their usual contractor and at least one other contractor from a list; and
- make arrangements with you to get into your home to carry out the repair.

How long does my landlord have to carry out the repair?

Repair times depend on the type of repair. If your toilet is not flushing, your landlord usually has one working day to come and repair it. But they have three working days to mend a loose bannister rail and seven working days to mend a broken extractor fan in your bathroom or kitchen. These times are set by law, not by your landlord.

Sometimes there may be circumstances which your landlord or the contractor has no control over which make it impossible to do the repair within the maximum time (for example, severe weather). In these circumstances your landlord may need to make temporary arrangements and to extend the maximum time. If they are going to do this, they must let you know.

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.

How can I find out more?

You can contact your Landlord or visit the Scottish Government website at:

www.gov.scot/publications/right-repair/